

THE HONORABLE JOHN H. CHUN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

FEDERAL TRADE COMMISSION, et al.,

Plaintiffs,

v.

AMAZON.COM, INC., a corporation,

Defendant.

Case No. 2:23-cv-01495-JHC

**DEFENDANT'S ANSWER TO
PLAINTIFFS' AMENDED
COMPLAINT**

PRELIMINARY STATEMENT

In the fiercely competitive retail business, Amazon seeks to provide competitive prices across a broad selection of products, features competitively priced deals rather than overpriced ones, and ensures best-in-class delivery for its Prime subscribers. Those practices benefit consumers and are the essence of competition. The Amended Complaint's assertions that these practices violate federal or state antitrust laws are meritless, as is any pretense that Plaintiffs can show Amazon's practices have caused prices to rise market-wide.

As articulated in more detail below, the Amended Complaint's core allegations are false, misguided, or both. And prohibiting those pro-competitive practices, as Plaintiffs seek to do, would perversely forbid Amazon from competing on price; require Amazon to promote higher-

1 priced offers; and prohibit Amazon from highlighting offers that provide the fastest and most
2 reliable delivery.

3 **AMAZON'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT**

4 Amazon responds to the allegations in the Amended Complaint as set forth below. Any
5 allegation not expressly admitted is denied. To the extent substantive factual allegations embodied
6 in the boldface headings from the Amended Complaint require a response, Amazon denies them.

7 1. Amazon admits that the retail landscape is dynamic and competitive and that it was
8 able to build its store in that environment due to its dedication to customers. However, the
9 allegations in Paragraph 1 lack the specificity necessary for Amazon to admit or deny, and on that
10 basis Amazon denies them.

11 2. Amazon denies the allegations in Paragraph 2.

12 3. Amazon denies the allegations in Paragraph 3.

13 4. Amazon admits Paragraph 4 purports to quote or refer to third-party sellers and to
14 an article regarding the amount of money sellers pay in exchange for access to Amazon's optional
15 fulfillment service. Amazon lacks knowledge or information sufficient to form a belief as to the
16 truth of those statements, and on that basis denies them. Amazon further admits that it used, at
17 certain times in the past, something that it internally referred to as Project Nessie, but otherwise
18 denies the allegations in the fourth and fifth sentences of Paragraph 4. Except to the extent
19 expressly admitted, Amazon denies the allegations in Paragraph 4.

20 5. Amazon admits that Paragraph 5 purports to partially quote or refer to internal
21 Amazon documents, which speak for themselves, and Amazon denies any attempt at
22 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
23 Paragraph 5.

24 6. Amazon denies the allegations in Paragraph 6.
25
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1 7. The allegations in Paragraph 7 are legal conclusions and characterizations to which
2 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
3 the allegations in Paragraph 7.

4 8. Amazon admits that Paragraph 8 purports to rely on an “industry source.” Amazon
5 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
6 Paragraph 8 regarding the industry source’s statement, and on that basis denies them. The
7 remaining allegations in Paragraph 8 are legal conclusions and characterizations to which no
8 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
9 the remaining allegations in Paragraph 8.

10 9. The allegations in Paragraph 9 are legal conclusions and characterizations to which
11 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
12 the allegations in Paragraph 9.

13 10. The allegations in the first and second sentences of Paragraph 10 are legal
14 conclusions and characterizations to which no responsive pleading is required. Insofar as any
15 responsive pleading is required, Amazon denies the allegations in the first and second sentences
16 of Paragraph 10. Amazon admits that the remaining sentences of Paragraph 10 purport to quote
17 from a writing, which speaks for itself, and Amazon denies any attempt at characterizing the
18 writing. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 10.

19 11. Amazon denies the allegations in Paragraph 11.

20 12. Amazon denies the allegations in Paragraph 12.

21 13. Amazon denies the allegations in Paragraph 13.

22 14. Amazon admits that its United States Business Solutions Agreement (“BSA”)
23 formerly contained a provision titled “Parity With Your Sales Channels,” which was removed in
24 March 2019; the BSA speaks for itself and Amazon denies any attempt to characterize it. Except
25 to the extent expressly admitted, Amazon denies the allegations in Paragraph 14.

1 15. Amazon admits that Paragraph 15 purports to partially quote from an internal
2 Amazon document. The document speaks for itself and Amazon denies any attempt to characterize
3 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 15.

4 16. Amazon admits that, in certain instances, third-party sellers' offers may be
5 ineligible to be selected as a Featured Offer and that the price competitiveness of an offer is one
6 factor among many that can affect where it appears in search results. Those methods of featuring
7 offers speak for themselves, and Amazon denies any attempt at characterizing them. Amazon
8 further admits that Paragraph 16 purports to refer to "Amazon Standards for Brands," which speaks
9 for itself, and Amazon denies any attempt at characterizing it. Amazon further admits that
10 Paragraph 16 purports to partially quote or refer to internal Amazon documents, which speak for
11 themselves, and Amazon denies any attempt at characterizing the documents. Except to the extent
12 expressly admitted, Amazon denies the allegations in Paragraph 16.

13 17. Amazon denies the allegations in the first, second, third, and fifth sentences of
14 Paragraph 17. Amazon admits that the fourth sentence of Paragraph 17 purports to quote from an
15 executive at another retailer. Amazon lacks knowledge or information sufficient to form a belief
16 as to the truth of the statements from the executive, and on that basis denies them.

17 18. Amazon denies the allegations in Paragraph 18.

18 19. Amazon admits that it sells products as a first-party retailer through its store.
19 Amazon further admits that Paragraph 19 purports to refer to figures from Amazon's Q2 2023
20 earnings call, which speak for themselves, and Amazon denies any attempt at characterizing them.
21 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 19.

22 20. Amazon admits that Paragraph 20 purports to partially quote or refer to statements
23 by an Amazon executive, which speak for themselves, and Amazon denies any attempt at
24 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
25 Paragraph 20.

26 21. Amazon denies the allegations in Paragraph 21.

1 22. Amazon denies the allegations in Paragraph 22.

2 23. Amazon admits that it used, at certain times in the past, something that it internally
3 referred to as Project Nessie, which speaks for itself and Amazon denies any attempt to
4 characterize it. Amazon further admits that Paragraph 23 purports to partially quote or refer to
5 internal Amazon documents, which speak for themselves, and Amazon denies any attempt at
6 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
7 Paragraph 23.

8 24. Amazon denies the allegations in Paragraph 24.

9 25. Amazon admits Paragraph 25 purports to partially quote or refer to an internal
10 Amazon document. The document speaks for itself and Amazon denies any attempt to characterize
11 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 25.

12 26. Amazon admits that many consumers value the services that Amazon provides and
13 have chosen to sign up for Amazon Prime. Amazon further admits that Paragraph 26 purports to
14 quote “public reports,” which speak for themselves, and Amazon denies any attempt at
15 characterizing them. Amazon further admits that many U.S. households have an Amazon Prime
16 membership, but Amazon denies any characterization of the number of Prime subscribers as a
17 static number. Except to the extent expressly admitted, Amazon denies the allegations in
18 Paragraph 26.

19 27. Amazon denies the allegations in Paragraph 27.

20 28. Amazon lacks knowledge or information sufficient to form a belief as to the truth
21 or falsity of general assertions about seller preferences and on that basis denies the allegations. To
22 the extent the remaining allegations in Paragraph 28 are legal conclusions and characterizations,
23 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
24 the allegations in Paragraph 28.

25 29. Amazon lacks knowledge or information sufficient to form a belief as to the truth
26 or falsity of assertions about the impact of the use of independent fulfillment providers on sellers’

1 ability to multihome, and on that basis denies the allegations. To the extent the remaining
2 allegations in Paragraph 29 are legal conclusions and characterizations, no responsive pleading is
3 required. Insofar as any responsive pleading is required, Amazon denies the allegations in
4 Paragraph 29.

5 30. Amazon denies the allegations in Paragraph 30.

6 31. Amazon admits that Paragraph 31 purports to partially quote or refer to statements
7 by an Amazon executive, which speak for themselves, and Amazon denies any attempt at
8 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
9 Paragraph 31.

10 32. Amazon denies the allegations in Paragraph 32.

11 33. Amazon denies the allegations in Paragraph 33.

12 34. Amazon admits that Paragraph 34 purports to include an image derived from
13 internal Amazon documents, but lacks sufficient knowledge or information to form a belief as to
14 the truth or accuracy of the image. Those documents speak for themselves, and Amazon denies
15 any attempt at characterizing them. The remaining allegations in Paragraph 34 are legal
16 conclusions and characterizations to which no responsive pleading is required. Insofar as any
17 responsive pleading is required, Amazon denies the allegations in Paragraph 34.

18 35. Amazon admits that Paragraph 35 purports to quote or refer to internal Amazon
19 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
20 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 35.

21 36. The allegations in Paragraph 36 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 36.

24 37. The allegations in Paragraph 37 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 37.

1 38. Amazon admits that Paragraph 38 purports to quote a statement, which speaks for
2 itself, and Amazon denies any attempt at characterizing the statement. The remaining allegations
3 in Paragraph 38 are legal conclusions and characterizations to which no responsive pleading is
4 required. Insofar as any responsive pleading is required, Amazon denies the allegations in
5 Paragraph 38.

6 39. The allegations in Paragraph 39 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 39.

9 40. The allegations in Paragraph 40 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 40.

12 41. The allegations in Paragraph 41 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 41.

15 42. The allegations in Paragraph 42 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 admits that it does business in the United States, maintains its corporate headquarters in
18 Washington, and does business in Washington. Except to the extent expressly admitted, Amazon
19 denies the allegations in Paragraph 42.

20 43. The allegations in Paragraph 43 are legal conclusions and characterizations to
21 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
22 denies the allegations in Paragraph 43.

23 44. The allegations in Paragraph 44 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 admits that it is a corporation. Except to the extent expressly admitted, Amazon denies the
26 allegations in Paragraph 44.

1 45. The allegations in Paragraph 45 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 admits that it is found and transacts business in Washington. Except to the extent expressly
4 admitted, Amazon denies the allegations in Paragraph 45. Notwithstanding the foregoing
5 response, Amazon does not intend to contest venue in the Western District of Washington.

6 46. The allegations in Paragraph 46 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 46.

9 47. The allegations in Paragraph 47 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 47.

12 48. The allegations in Paragraph 48 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 48.

15 49. The allegations in Paragraph 49 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 49.

18 50. The allegations in Paragraph 50 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 50.

21 51. The allegations in Paragraph 51 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 51.

24 52. The allegations in Paragraph 52 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 52.

1 53. The allegations in Paragraph 53 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 53.

4 54. The allegations in Paragraph 54 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 54.

7 55. The allegations in Paragraph 55 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 55.

10 56. The allegations in Paragraph 56 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 56.

13 57. The allegations in Paragraph 57 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 57.

16 58. The allegations in Paragraph 58 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 58.

19 59. The allegations in Paragraph 59 are legal conclusions and characterizations to
20 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
21 denies the allegations in Paragraph 59.

22 60. The allegations in Paragraph 60 are legal conclusions and characterizations to
23 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
24 denies the allegations in Paragraph 60.

1 61. The allegations in Paragraph 61 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 61.

4 62. The allegations in Paragraph 62 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 62.

7 63. The allegations in Paragraph 63 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 63.

10 64. The allegations in Paragraph 64 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 64.

13 65. The allegations in Paragraph 65 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 65.

16 66. Amazon admits that it is a retail company that conducts business in the United
17 States. Amazon further admits that it is headquartered in Seattle, Washington, with its principal
18 place of business at 410 Terry Avenue North, Seattle, Washington 98109, and is organized and
19 existing under the laws of Delaware. Except to the extent expressly admitted, Amazon denies the
20 allegations in Paragraph 66.

21 67. Amazon admits that its common stock is traded on the Nasdaq Global Select Market
22 under the symbol "AMZN." Amazon further admits that its business includes retail, media, cloud
23 computing, consumables, healthcare, and logistics services. Amazon further admits that it has
24 acquired other entities, and that those acquisitions were properly disclosed and subjected to merger
25 review by the FTC where required. Except to the extent expressly admitted, Amazon denies the
26 allegations in Paragraph 67.

1 68. The allegations in Paragraph 68 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 68.

4 69. Amazon admits it began its business in 1994 as a bookseller, and has since
5 expanded to include additional product categories. Amazon further admits that it sold roughly 92
6 million unique products in 2020. Except to the extent expressly admitted, Amazon denies the
7 allegations in Paragraph 69.

8 70. Amazon admits that it offers for sale a variety of products, including certain laundry
9 detergent and sports equipment, that it purchases wholesale from entities it calls vendors. Except
10 to the extent expressly admitted, Amazon denies the allegations in Paragraph 70.

11 71. Amazon admits it offers products for sale under its own private labels, and that
12 these include Kindle and Ring products, and products under the “Amazon Basics” and “Revly”
13 labels. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 71.

14 72. Amazon admits the allegations in Paragraph 72.

15 73. Amazon admits that its store enables third-parties, which it sometimes refers to as
16 third-party sellers, to offer products for sale directly to consumers. Except to the extent expressly
17 admitted, Amazon denies the allegations in Paragraph 73.

18 74. Amazon admits that it charges each third-party seller a selling fee, which can be a
19 monthly fee or a fee for each item sold, and a referral fee that typically is a percentage of each item
20 sold. Amazon further admits that it offers additional optional services to third-party sellers—such
21 as fulfillment and advertising services—and charges third-party sellers who choose to purchase
22 those optional services from Amazon instead of another service provider. Amazon further admits
23 that selling fees, referral fees, and optional costs associated with fulfillment and advertising
24 services constitute the majority of revenue Amazon receives from third-party sellers. Except to
25 the extent expressly admitted, Amazon denies the allegations in Paragraph 74.

1 75. Amazon admits that Paragraph 75 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 75.

5 76. Amazon admits that its decision to allow third-party sellers to sell alongside
6 Amazon Retail in its store have contributed to the store's growth and selection, which benefits
7 consumers. Amazon further admits that the third sentence purports to allege the number of "active
8 sellers" in Amazon's store in the first quarter of 2021. Those allegations lack the specificity
9 necessary for Amazon to admit or deny whether the alleged numbers are accurate, and on that
10 basis denies them. Except to the extent expressly admitted, Amazon denies the allegations in
11 Paragraph 76.

12 77. Amazon admits that third-party sellers offer a variety of items for sale in its store,
13 which benefits consumers. Amazon further admits that Paragraph 77 purports to partially quote
14 or refer to internal Amazon documents and Amazon's public statements to investors. Those
15 documents and statements speak for themselves and Amazon denies any attempt to characterize
16 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 77.

17 78. Amazon admits that its store presents customers with both first-party and third-
18 party products in a way that makes it easy for them to identify the product they want, regardless
19 of whether it is sold by Amazon or a third-party. Except to the extent expressly admitted, Amazon
20 denies the allegations in Paragraph 78.

21 79. Amazon admits that Paragraph 79 purports to quote or refer to internal Amazon
22 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
23 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 79.

24 80. Amazon admits that both it and third-party sellers offer a variety of items for sale
25 in its store, which benefits consumers. Except to the extent expressly admitted, Amazon denies
26 the allegations in Paragraph 80.

1 81. Amazon admits that Paragraph 81 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt to characterize
3 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 81.

4 82. Amazon admits customers may access its store through an internet browser, a
5 mobile application, or by visiting its brick-and-mortar locations. Amazon further admits that the
6 second sentence of Paragraph 82 purports to allege the number of visitors Amazon receives from
7 mobile and desktop interfaces in an unspecified period of time. Those allegations lack the
8 specificity necessary for Amazon to admit or deny whether the alleged numbers are accurate, and
9 on that basis denies them. Except to the extent expressly admitted, Amazon denies the allegations
10 in Paragraph 82.

11 83. Amazon admits that shoppers in Amazon's store may search for products and
12 receive search results, but denies that such results will always contain product listings interspersed
13 with advertisements. Amazon admits its search results contain relevant information about the
14 different products, which may include the name, price, rating, and Prime status of the product.
15 Amazon also admits that Paragraph 83 purports to include an image from Amazon's Desktop U.S.
16 Store and an image from Amazon's Mobile U.S. Store, but lacks sufficient knowledge or
17 information to form a belief as to the truth or accuracy of the images and denies any attempt at
18 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
19 Paragraph 83.

20 84. Amazon admits shoppers may view a product's detail page for additional
21 information about the product, but denies that there is any single process by which Amazon
22 shoppers identify, learn about, or purchase a product in its store. Except to the extent expressly
23 admitted, Amazon denies the allegations in Paragraph 84.

24 85. Amazon admits that Paragraph 85 purports to include an image from Amazon's
25 Desktop U.S. Store and an image from Amazon's Mobile U.S. Store, but lacks sufficient
26 knowledge or information to form a belief as to the truth or accuracy of the images and denies any

1 attempt at characterizing them. Amazon specifically denies the annotations overlaid on the image.
2 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 85.

3 86. Amazon admits that multiple sellers may offer the same product for sale in
4 Amazon's store. Amazon further admits that Amazon uses the Featured Merchant Algorithm to
5 determine which of the eligible offers—if any—will be displayed as a Featured Offer, but Amazon
6 denies that there is always only one offer featured. Except to the extent expressly admitted,
7 Amazon denies the allegations in Paragraph 86.

8 87. Amazon admits that customers often purchase the Featured Offer but denies that
9 being the Featured Offer is essential to making sales on Amazon. Except to the extent expressly
10 admitted, Amazon denies the allegations in Paragraph 87.

11 88. Amazon admits that offers not selected as the Featured Offer may still be purchased
12 in Amazon's store, including through the All Offer Display. Amazon further admits that Paragraph
13 88 purports to include an image from Amazon's Desktop U.S. Store and an image from Amazon's
14 Mobile U.S. Store, but lacks sufficient knowledge or information to form a belief as to the truth or
15 accuracy of the images and denies any attempt at characterizing them. Except to the extent
16 expressly admitted, Amazon denies the allegations in Paragraph 88.

17 89. Amazon admits that it will sometimes choose not to feature any offer, if no offer
18 meets Amazon's standards. Amazon further admits that offers not selected as the Featured Offer
19 may still be purchased in Amazon's store, including through the All Offer Display. Amazon
20 further admits that Paragraph 89 purports to include an image from Amazon's Desktop U.S. Store,
21 but lacks sufficient knowledge or information to form a belief as to the truth or accuracy of the
22 image and denies any attempt at characterizing it. Except to the extent expressly admitted,
23 Amazon denies the allegations in Paragraph 89.

24 90. Amazon admits that offers not selected as the Featured Offer may still be purchased
25 in Amazon's store, including through the All Offer Display. Amazon further admits that Paragraph
26 90 purports to include an image from Amazon's Desktop U.S. Store and an image from Amazon's

1 Mobile U.S. Store, but lacks sufficient knowledge or information to form a belief as to the truth or
 2 accuracy of the images and denies any attempt at characterizing them. Except to the extent
 3 expressly admitted, Amazon denies the allegations in Paragraph 90.

4 91. Amazon admits that Paragraph 91 purports to allege the percentage of purchases
 5 made from non-Featured Offers. That allegation lacks the specificity necessary for Amazon to
 6 admit or deny whether the alleged number is accurate, insofar as it is unclear what time period it
 7 references and whether there was a Featured Offer for those products. On that basis Amazon
 8 denies the allegations in Paragraph 91. Except to the extent expressly admitted, Amazon denies
 9 the allegations in Paragraph 91.

10 92. Amazon admits that it offers advertising services as an option for sellers in its store.
 11 Amazon further admits that it uses an auction model to price Sponsored Products, Sponsored
 12 Brands, and Sponsored Display, which are three advertising services that appear on Amazon's
 13 search results page. Amazon further admits that Paragraph 92 purports to partially quote or refer
 14 to internal Amazon documents, which speak for themselves, and Amazon denies any attempt at
 15 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
 16 Paragraph 92.

17 93. Amazon admits that Paragraph 93 purports to quote or refer to internal Amazon
 18 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
 19 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 93.

20 94. The allegations in Paragraph 94 purport to allege that "advertisements on Amazon
 21 reach" certain Americans. The allegations lack the specificity necessary for Amazon to admit or
 22 deny them, insofar as it is unclear what constitutes an "advertisement on Amazon" and what it
 23 means for an advertisement to "reach" a person. On that basis Amazon denies the allegations in
 24 Paragraph 94.

25 95. Amazon admits that its Sponsored Products ads and Sponsored Brands ads
 26 generated more revenue during 2016-2023, the period of the Amended Complaint's allegations,

1 than other forms of Amazon advertising, such as Sponsored Display, audio ads, and video ads.
2 Amazon further admits that its search results pages, including the advertisements displayed
3 therein, are responsive to customers' search queries. Except to the extent expressly admitted,
4 Amazon denies the allegations in Paragraph 95.

5 96. Amazon admits that when Sponsored Brand advertisements appear on search
6 results pages, they sometimes appear above search results, and that when Sponsored Product
7 advertisements appear on search results pages, they sometimes appear within search results.
8 Amazon further admits that Paragraph 96 purports to include an image from Amazon's Desktop
9 U.S. Store, but lacks sufficient knowledge or information to form a belief as to the truth or accuracy
10 of the image and denies any attempt at characterizing it. Except to the extent expressly admitted,
11 Amazon denies the allegations in Paragraph 96.

12 97. Amazon admits that Sponsored Brand and Sponsored Product advertisements
13 sometimes appear on search results pages, including near the top of such pages. The remaining
14 allegations in Paragraph 97 lack the specificity necessary for Amazon to admit or deny—especially
15 because they do not specify an applicable period of time, a relevant set of "Amazon shoppers,"
16 how to define the first page for shoppers on mobile devices, or a context in which shoppers might
17 "click past" a Search Results Page—and on that basis Amazon denies them. Except to the extent
18 expressly admitted, Amazon denies the allegations in Paragraph 97.

19 98. Amazon admits that Paragraph 98 purports to include an image from Amazon's
20 Desktop U.S. Store and an image from Amazon's Mobile U.S. Store, but lacks sufficient
21 knowledge or information to form a belief as to the truth or accuracy of the images and denies any
22 attempt at characterizing them. Except to the extent expressly admitted, Amazon denies the
23 allegations in Paragraph 98.

24 99. Amazon admits that Paragraph 99 purports to include an image from Amazon's
25 Mobile U.S. Store, but lacks sufficient knowledge or information to form a belief as to the truth or
26

1 accuracy of the image and denies any attempt at characterizing it. Except to the extent expressly
2 admitted, Amazon denies the allegations in Paragraph 99.

3 100. Amazon admits that it offers an Amazon Prime membership and that Prime cost
4 \$79 annually when it was launched. Amazon further admits that when Prime launched, it began
5 as a shipping benefit that provided unlimited shipping on eligible items. Amazon further admits
6 that today Prime continues to include a shipping benefit that provides unlimited, two-day shipping
7 on eligible items. Except to the extent expressly admitted, Amazon denies the allegations in
8 Paragraph 100.

9 101. Amazon admits that Prime offers consumers a range of products and services,
10 including video, music, gaming, and prescription and promotional services. Amazon further
11 admits that Prime Video provides video-on-demand and streaming; that Amazon Music Prime
12 provides ad-free music streaming; that Prime Gaming provides downloadable games, in-game
13 content, and channel subscriptions; and that RxPass provides prescription medication access for a
14 \$5 per month fee. Amazon further admits that Prime subscribers receive access to Prime Day and
15 that Amazon acquired Twitch in 2014. Amazon further admits that Paragraph 101 purports to
16 partially quote an internal Amazon document, which speaks for itself, and Amazon denies any
17 attempt to characterize it. Except to the extent expressly admitted, Amazon denies the allegations
18 in Paragraph 101.

19 102. Amazon admits that Prime costs \$79 annually when it was launched. Amazon
20 further admits that as of October 2023, Prime costs \$139 annually and \$14.99 monthly. Except to
21 the extent expressly admitted, Amazon denies the allegations in Paragraph 102.

22 103. Amazon admits that Paragraph 103 purports to partially quote or refer to internal
23 Amazon and public documents, which speak for themselves, and Amazon denies any attempt at
24 characterizing them. Amazon lacks knowledge or information sufficient to form a belief as to the
25 truth or falsity of the allegations that “subscribers feel as though they must make the subscription
26

1 fee worth it” and on that basis denies the allegations. Except to the extent expressly admitted,
2 Amazon denies the allegations in Paragraph 103.

3 104. Amazon admits that Paragraph 104 purports to partially quote or refer to internal
4 Amazon and third-party documents, which speak for themselves, and Amazon denies any attempt
5 at characterizing them. Amazon lacks knowledge or information sufficient to form a belief as to
6 the truth or falsity of the allegations that competitors’ “analyses also show a corresponding drop
7 in spending on their stores when shoppers become Prime subscribers” and on that basis denies the
8 allegations. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph
9 104.

10 105. Amazon admits that Paragraph 105 purports to include an image from Amazon’s
11 Desktop U.S. Store and an image from Amazon’s Mobile U.S. Store, but lacks sufficient
12 knowledge or information to form a belief as to the truth or accuracy of the images and denies any
13 attempt at characterizing them. Amazon further admits that a Prime badge is used to identify
14 products that are eligible for Prime delivery benefits at no additional cost to Prime Members, and
15 that non-Prime members may also qualify for free shipping. Except to the extent expressly
16 admitted, Amazon denies the allegations in Paragraph 105.

17 106. Amazon admits that Paragraph 106 purports to include an image from Amazon’s
18 Desktop U.S. Store and an image from Amazon’s Mobile U.S. Store, but lacks sufficient
19 knowledge or information to form a belief as to the truth or accuracy of the images and denies any
20 attempt at characterizing them. Amazon further admits that Prime members are able to filter search
21 results to identify products that are eligible for Prime delivery benefits, and that non-Prime
22 members can also filter search results to identify products that may qualify for free shipping.
23 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 106.

24 107. Amazon admits that Paragraph 107 purports to partially quote or refer to internal
25 Amazon documents. The documents speak for themselves and Amazon denies any attempt to
26

1 characterize them. Except to the extent expressly admitted, Amazon denies the allegations in
2 Paragraph 107.

3 108. Amazon admits that many US households have an Amazon Prime membership, but
4 Amazon denies any characterization of the number of Prime subscribers as a static number.
5 Amazon further admits that Paragraph 108 purports to partially quote or refer to internal Amazon
6 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
7 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 108.

8 109. Amazon admits that Paragraph 109 purports to partially quote or refer to internal
9 Amazon documents, which speak for themselves, and Amazon denies any attempt at
10 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
11 Paragraph 109.

12 110. Amazon admits that it offers Fulfillment by Amazon (“FBA”) to third-party sellers
13 for orders placed in Amazon’s store. Amazon further admits that that it offers a “Multi-Channel
14 Fulfillment” service for third-party sellers for orders placed in other channels. Except to the extent
15 expressly admitted, Amazon denies the allegations in Paragraph 110.

16 111. Amazon admits that the services offered through FBA include storing, picking,
17 packing, shipping, delivery to customers, the provision of customer service, reverse logistics, and
18 other services. Amazon further admits that its fulfillment network includes warehouses referred
19 to as “fulfillment centers.” Amazon lacks knowledge or information sufficient to form a belief as
20 to the truth or falsity of other parties’ understanding of “fulfillment,” “fulfill,” and “fulfillment
21 center” and on that basis denies the remaining allegations.

22 112. Amazon lacks knowledge or information sufficient to form a belief as to the truth
23 or falsity of the allegation in Paragraph 112, and on that basis denies the allegation.

24 113. Amazon admits that the fulfillment services offered through its FBA and “Multi-
25 Channel Fulfillment” services include delivery of products from fulfillment centers to customers.
26 Amazon lacks knowledge or information sufficient to form a belief as to the truth or falsity of other

1 parties' understanding of "delivery" and on that basis denies the allegations. Except to the extent
2 expressly admitted, Amazon denies the allegations in Paragraph 113.

3 114. Amazon admits that Paragraph 114 purports to partially quote or refer to internal
4 Amazon and public documents, which speak for themselves, and Amazon denies any attempt at
5 characterizing them. Amazon further admits that the fulfillment services offered through FBA and
6 "Multi-Channel Fulfillment" include storing, picking, packing, shipping, delivering to customers,
7 the provision of customer service, reverse logistics, and other services. Amazon admits that it
8 delivers products itself or contracts with a third-party delivery company to do so. Except to the
9 extent expressly admitted, Amazon denies the allegations in Paragraph 114.

10 115. Amazon lacks knowledge or information sufficient to form a belief as to the truth
11 or falsity of other parties' expectations, and on that basis denies the allegation.

12 116. Amazon admits that Amazon charges sellers who choose to utilize FBA certain
13 fees, including storage fees, based on the dimensions and weight of the product. Except to the
14 extent expressly admitted, Amazon denies the allegations in Paragraph 116.

15 117. The Amended Complaint does not identify the specific items that are included in
16 "fulfillment fees" in this paragraph and thus Amazon is without information or knowledge
17 sufficient to admit or deny Paragraph 117.

18 118. Amazon denies the allegations in the first sentence of Paragraph 118, but admits
19 that many sellers choose FBA, amongst a variety of other options, for certain of their fulfillment
20 services, including delivery. Amazon admits that the second sentence of Paragraph 118 purports
21 to partially quote or refer to internal Amazon documents, which speak for themselves, and Amazon
22 denies any attempt at characterizing them. Except to the extent expressly admitted, Amazon denies
23 the allegations in Paragraph 118.

24 119. The allegations in Paragraph 119 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 119.

1 120. The allegations in Paragraph 120 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 120.

4 121. The allegations in Paragraph 121 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 121.

7 122. The allegations in Paragraph 122 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 122.

10 123. The allegations in Paragraph 123 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 123.

13 124. The allegations in Paragraph 124 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 124.

16 125. The allegations in Paragraph 125 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 125.

19 126. The allegations in Paragraph 126 are legal conclusions and characterizations to
20 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
21 denies the allegations in Paragraph 126.

22 127. In response to the allegations in Paragraph 127, Amazon states that consumers have
23 a wide range of preferences, shop in different ways, and value stores that offer products and service
24 that meet their needs and preferences at a particular time. Amazon otherwise denies the allegations
25 in Paragraph 127.

26 128. Amazon denies the allegations in Paragraph 128.

1 129. Amazon denies the allegations in Paragraph 129.

2 130. Amazon denies the allegations in Paragraph 130, which purport to support the
3 incorrect allegations of Paragraph 129.

4 131. Amazon denies the allegations in Paragraph 131, which purport to support the
5 incorrect allegations of Paragraph 129.

6 132. Amazon denies the allegations in Paragraph 132, which purport to support the
7 incorrect allegations of Paragraph 129.

8 133. Amazon admits that Paragraph 133 purports to quote or refer to a public Amazon
9 document, which speaks for itself, and Amazon denies any attempt at characterizing it. Amazon
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of assertions
11 about the opinions of third parties and on that basis denies the allegations. Except to the extent
12 expressly admitted, Amazon denies the allegations in Paragraph 133, which purport to support the
13 incorrect allegations of Paragraph 129.

14 134. Amazon denies the allegations in Paragraph 134, which purport to support the
15 incorrect allegations of Paragraph 129.

16 135. Amazon denies the allegations in Paragraph 135, which purport to support the
17 incorrect allegations of Paragraph 129.

18 136. Amazon denies the allegations in Paragraph 136, which purport to support the
19 incorrect allegations of Paragraph 129.

20 137. Amazon denies the allegations in Paragraph 137, which purport to support the
21 incorrect allegations of Paragraph 129.

22 138. Amazon denies the allegations in Paragraph 138, which purport to support the
23 incorrect allegations of Paragraph 129.

24 139. Amazon admits that Paragraph 139 purports to partially quote or refer to testimony
25 of an Amazon executive, which speaks for itself, and Amazon denies any attempt at characterizing
26

1 it. Amazon otherwise denies the allegations in Paragraph 139, which purport to support the
2 incorrect allegations of Paragraph 129.

3 140. Amazon admits that Paragraph 140 purports to partially quote or refer to testimony
4 of an Amazon executive, which speaks for itself, and Amazon denies any attempt at characterizing
5 it. Amazon otherwise denies the allegations in Paragraph 140, which purport to support the
6 incorrect allegations of Paragraph 129.

7 141. Amazon denies the allegations in Paragraph 141.

8 142. The allegations in the first sentence of Paragraph 142 are legal conclusions and
9 characterizations to which no responsive pleading is required. Insofar as any responsive pleading
10 is required, Amazon denies the allegations in the first sentence of Paragraph 142. Amazon denies
11 the allegations in the second sentence of Paragraph 142. Except to the extent expressly admitted,
12 Amazon denies the allegations in Paragraph 143.

13 143. Amazon admits that Paragraph 143 purports to quote or refer to a public Amazon
14 document, which speaks for itself, and Amazon denies any attempt at characterizing it. Except to
15 the extent expressly admitted, Amazon denies the allegations in Paragraph 143.

16 144. Amazon admits that Paragraph 144 purports to quote or refer to an article, which
17 speaks for itself, and Amazon denies any attempt at characterizing the article. Except to the extent
18 expressly admitted, Amazon denies the allegations in Paragraph 144.

19 145. Amazon admits that Paragraph 145 purports to quote or refer to public Amazon
20 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
21 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 145.

22 146. Amazon admits that Paragraph 146 purports to quote or refer to an internal Amazon
23 document, which speaks for itself, and Amazon denies any attempt at characterizing it. Amazon
24 further admits that Paragraph 146 purports to include an image from an internal Amazon
25 document, and denies any attempt at characterization. Except to the extent expressly admitted,
26 Amazon denies the allegations in Paragraph 146.

1 147. Amazon denies the allegations of Paragraph 147.

2 148. Amazon admits that Paragraph 148 purports to quote or refer to an article, which
3 speaks for itself, and Amazon denies any attempt at characterizing the article. Except to the extent
4 expressly admitted, Amazon denies the allegations in Paragraph 148.

5 149. Amazon admits that Paragraph 149 purports to quote or refer to an article, which
6 speaks for itself, and Amazon denies any attempt at characterizing the article. Amazon further
7 admits that Paragraph 149 purports to characterize testimony from a third-party retailer, which
8 speaks for itself, and Amazon denies any attempt at characterizing the testimony. Except to the
9 extent expressly admitted, Amazon denies the allegations in Paragraph 149.

10 150. The allegations in the first and second sentences of Paragraph 150 are legal
11 conclusions and characterizations to which no responsive pleading is required. Insofar as any
12 responsive pleading is required, Amazon denies the allegations in the first and second sentences
13 of Paragraph 150. Amazon denies the allegations in the remaining sentences of Paragraph 150.

14 151. In response to the allegations in Paragraph 151, Amazon states that consumers have
15 a wide range of preferences, shop in different ways, and value stores that offer products and service
16 that meet their needs and preferences at a particular time. Amazon otherwise denies the allegations
17 in Paragraph 151.

18 152. The allegations of Paragraph 152 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations of Paragraph 152.

21 153. Amazon denies the allegations of Paragraph 153, which do not accurately describe
22 the choices available to shoppers in U.S. retail. Amazon further denies the allegations of the first
23 sentence of Paragraph 153, which purport to rely on the allegations of Paragraph 126.

24 154. In response to the allegations of Paragraph 154, Amazon states that shoppers choose
25 among a wide variety of retailers for their purchases, including retailers such as
26 RainOrShineGolf.com and Amazon, and further states, on information and belief, that

1 RainorShineGolf.com offers merchandise, including golf-related merchandise, to shoppers.
2 Amazon otherwise denies the allegations of Paragraph 154.

3 155. In response to the allegations in Paragraph 155, Amazon states that retailers use a
4 variety of approaches and strategies to appeal to consumers, and that consumers have a wide range
5 of preferences, shop in different ways, and value stores that offer products and service that meet
6 their needs and preferences at a particular time. Amazon admits that shoppers can browse and
7 purchase various products in its store. Amazon otherwise denies the allegations in Paragraph 155.

8 156. In response to the allegations in Paragraph 156, Amazon states that retailers use a
9 variety of approaches and strategies to appeal to consumers, and that consumers have a wide range
10 of preferences, shop in different ways, and value stores that offer products and service that meet
11 their needs and preferences at a particular time. Amazon otherwise denies the allegations in
12 Paragraph 156.

13 157. Amazon admits that Paragraph 157 purports to reference a retailer website, which
14 speaks for itself, and Amazon denies any attempt to characterize it. Amazon further admits that
15 shoppers can browse and purchase various luggage products in Amazon's store. Amazon
16 otherwise denies the allegations in Paragraph 157.

17 158. Amazon admits that Paragraph 158 purports to partially quote or refer to an internal
18 Amazon document. The document speaks for itself and Amazon denies any attempt to characterize
19 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 158.

20 159. Amazon admits that Paragraph 159 purports to partially quote or refer to a
21 document, which speaks for itself, and Amazon denies any attempt to characterize it. Except to
22 the extent expressly admitted, Amazon denies the allegations in Paragraph 159.

23 160. Amazon denies the allegations in Paragraph 160.

24 161. Amazon admits that Paragraph 161 purports to partially quote or refer to testimony
25 of an Amazon executive, which speaks for itself, and Amazon denies any attempt at characterizing
26 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 161.

1 162. Amazon admits that certain food items should not be stored at room temperature
2 for long periods of time. The remaining allegations in Paragraph 162 are legal conclusions and
3 characterizations to which no responsive pleading is required. Insofar as any responsive pleading
4 is required, Amazon denies the allegations in Paragraph 162.

5 163. Amazon admits that consumers shopping for certain groceries in Amazon's store
6 can arrange a specific time for delivery. Amazon lacks knowledge or information sufficient to
7 form a belief as to the truth or falsity of other retailers' operations and on that basis denies those
8 allegations. Amazon otherwise denies the allegations in Paragraph 163.

9 164. Amazon lacks knowledge or information sufficient to form a belief as to the truth
10 or falsity of the allegations of Paragraph 164, which purport to make sweeping generalizations
11 about industry processes and operations, and on that basis denies them.

12 165. The allegations in the first sentence of Paragraph 165 are legal conclusions and
13 characterizations, to which no responsive pleading is required. Insofar as any responsive pleading
14 is required, Amazon denies the allegations in the first sentence of Paragraph 165. Amazon lacks
15 knowledge or information sufficient to form a belief as to the truth or falsity of the remaining
16 allegations in Paragraph 165, which purport to make sweeping generalizations about industry
17 processes and operations, and on that basis denies them.

18 166. Amazon admits that it operates stores in a number of countries worldwide. The
19 remaining allegations in Paragraph 166 are legal conclusions and characterizations to which no
20 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
21 the allegations in Paragraph 166.

22 167. The allegations in Paragraph 167 are legal conclusions and characterizations to
23 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
24 denies the allegations in Paragraph 167.

1 168. The allegations in Paragraph 168 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 168.

4 169. The allegations in Paragraph 169 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 169.

7 170. Amazon admits that Gross Merchandise Value (“GMV”) measures total sales
8 during a given time period. Amazon lacks knowledge or information sufficient to form a belief as
9 to the truth or falsity of the allegations relating to how third-parties use GMV, and on that basis
10 denies them. Amazon otherwise the denies the allegations of Paragraph 170.

11 171. Amazon denies the allegations of Paragraph 171.

12 172. Amazon lacks knowledge or information sufficient to form a belief as to the truth
13 or falsity of the actions of “industry analysts and industry participants” and on that basis denies
14 the allegations. Amazon admits that Paragraph 172 purports to include an image titled “US
15 eCommerce GMV Market Share % among top-4 GM platforms (AMZN, EBAY, WMT, TGT),”
16 which speaks for itself, and Amazon denies any characterization of it. Amazon also lacks
17 knowledge or information sufficient to form a belief as to the truth or falsity of the information
18 contained in the image, and on that basis denies the allegations relating to that image. Except to
19 the extent expressly admitted, Amazon denies the allegations in Paragraph 172.

20 173. Amazon denies the allegations of Paragraph 173.

21 174. Amazon admits that it maintains lists of certain competitors, which speak for
22 themselves, and Amazon denies any attempt at characterizing them. Except to the extent expressly
23 admitted, Amazon denies the allegations in Paragraph 174.

24 175. Amazon admits that Paragraph 175 purports to quote or refer to internal Amazon
25 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
26 Amazon otherwise denies the allegations in Paragraph 175.

1 176. Amazon admits that Paragraph 176 purports to quote or refer to internal Amazon
2 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
3 Amazon otherwise denies the allegations in Paragraph 176.

4 177. Amazon admits that Paragraph 177 purports to quote or refer to internal Amazon
5 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
6 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 177.

7 178. The allegations in Paragraph 178 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 178.

10 179. Amazon admits that Paragraph 179 purports to quote or refer to a public Amazon
11 document, which speaks for itself, and Amazon denies any attempt at characterizing it. The
12 remaining allegations in Paragraph 179 are legal conclusions and characterizations to which no
13 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
14 the allegations in Paragraph 179.

15 180. The allegations in Paragraph 180 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 180.

18 181. Amazon admits that shoppers in Amazon's store, like shoppers at countless other
19 retailers, can submit and read reviews. The remaining allegations in Paragraph 181 are legal
20 conclusions and characterizations to which no responsive pleading is required. Insofar as any
21 responsive pleading is required, Amazon denies the remaining allegations in Paragraph 181.

22 182. Amazon admits that shoppers in Amazon's store, like shoppers at countless other
23 retailers, can benefit from data about their prior transactions. The remaining allegations in
24 Paragraph 182 are legal conclusions and characterizations to which no responsive pleading is
25 required. Insofar as any responsive pleading is required, Amazon denies the allegations in
26 Paragraph 182.

1 183. The allegations of Paragraph 183 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations of Paragraph 183.

4 184. Amazon admits that Paragraph 184 purports to quote or refer to a public Amazon
5 document, which speaks for itself, and Amazon denies any attempt at characterizing it. The
6 remaining allegations in Paragraph 184 are legal conclusions and characterizations to which no
7 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
8 the allegations in Paragraph 184.

9 185. Amazon denies the allegations in Paragraph 185.

10 186. The allegations in Paragraph 186 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 186.

13 187. Amazon denies the allegations in Paragraph 187.

14 188. The allegations in Paragraph 188 are legal conclusions and characterizations to
15 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
16 denies the allegations in Paragraph 188.

17 189. The allegations in Paragraph 189 are legal conclusions and characterizations to
18 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
19 denies the allegations in Paragraph 189.

20 190. Amazon denies the allegations in Paragraph 190.

21 191. Amazon admits that Paragraph 191 purports to quote or refer to public documents,
22 which speak for themselves, and Amazon denies any attempt at characterizing them. Amazon
23 otherwise denies the allegations in Paragraph 191.

24 192. Amazon lacks knowledge or information sufficient to form a belief as to the truth
25 or falsity of general assertions about third parties, and on that basis denies the allegations. Amazon
26 otherwise denies the allegations in Paragraph 192.

1 193. The allegations in Paragraph 193 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 193.

4 194. Amazon lacks knowledge or information sufficient to form a belief as to the truth
5 or falsity of general assertions about third parties, and on that basis denies the allegations. Amazon
6 otherwise denies the allegations in Paragraph 194.

7 195. Amazon lacks knowledge or information sufficient to form a belief as to the truth
8 or falsity of general assertions about third parties and on that basis denies the allegations. Amazon
9 otherwise denies the allegations in Paragraph 195.

10 196. Amazon lacks knowledge or information sufficient to form a belief as to the truth
11 or falsity of general assertions about third parties and on that basis denies the allegations. Amazon
12 otherwise denies the allegations in Paragraph 196.

13 197. Amazon lacks knowledge or information sufficient to form a belief as to the truth
14 or falsity of general assertions about third parties and on that basis denies the allegations. Amazon
15 otherwise denies the allegations in Paragraph 197.

16 198. Amazon lacks knowledge or information sufficient to form a belief as to the truth
17 or falsity of general assertions about third parties and on that basis denies the allegations. Amazon
18 admits that it makes customer-level sales data available to third-party sellers in its store. Except
19 to the extent expressly admitted, Amazon denies the allegations in Paragraph 198.

20 199. Amazon admits that Paragraph 199 purports to quote or refer to a public statement
21 by a retailer. Amazon lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 199 regarding the retailer's statement, and on that basis denies them.
23 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 199.

24 200. In response to the allegations of Paragraph 200, Amazon states that retailers have,
25 and take advantage of, wide access to software and other services that enable them to reach
26 customers in various channels, including direct-to-consumer channels. Amazon further states that

1 Shopify and BigCommerce are examples of companies that offer such software and other services.
2 The remaining allegations in Paragraph 200 are legal conclusions and characterizations to which
3 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
4 the allegations in Paragraph 200.

5 201. Amazon admits that Paragraph 201 purports to quote or refer to a public statement,
6 which speaks for itself, and Amazon denies any attempt at characterizing it. Except to the extent
7 expressly admitted, Amazon denies the allegations in Paragraph 201.

8 202. Amazon lacks knowledge or information sufficient to form a belief as to the truth
9 or falsity of general assertions about “sellers” and “providers” and on that basis denies the
10 allegations. Amazon otherwise denies the allegations in Paragraph 202.

11 203. Amazon lacks knowledge or information sufficient to form a belief as to the truth
12 or falsity of general assertions about “sellers” and “providers” and on that basis denies the
13 allegations.

14 204. Amazon lacks knowledge or information sufficient to form a belief as to the truth
15 or falsity of general assertions about “marketplaces” and on that basis denies the allegations.
16 Amazon otherwise denies the allegations in Paragraph 204.

17 205. Amazon lacks knowledge or information sufficient to form a belief as to the truth
18 or falsity of general assertions about “marketplaces” and on that basis denies the allegations.
19 Amazon otherwise denies the allegations in Paragraph 205.

20 206. Amazon admits that Paragraph 206 purports to include an image titled “Amazon
21 Marketplace Sales: US, 2018-2022” and to refer to “commercially available data,” but lacks
22 sufficient knowledge or information to form a belief as to the truth or accuracy of the image and
23 data and on that basis denies those allegations. The remaining allegations in Paragraph 206 are
24 legal conclusions and characterizations to which no responsive pleading is required. Insofar as
25 any responsive pleading is required, Amazon denies the allegations in Paragraph 206.

1 207. Amazon admits that Paragraph 207 purports to include an image titled “Share of
2 Total U.S. eCommerce Marketplace GVM” but lacks sufficient knowledge or information to form
3 a belief as to the truth or accuracy of the image and on that basis denies those allegations. The
4 remaining allegations in Paragraph 207 are legal conclusions and characterizations to which no
5 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
6 the allegations in Paragraph 207.

7 208. The allegations in Paragraph 208 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 208.

10 209. The allegations in Paragraph 209 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 209.

13 210. Amazon lacks knowledge or information sufficient to form a belief as to the truth
14 or falsity of general assertions about “sellers” and on that basis denies the allegations. Amazon
15 otherwise denies the allegations in Paragraph 210.

16 211. The allegations in Paragraph 211 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 211.

19 212. The allegations in Paragraph 212 are legal conclusions and characterizations to
20 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
21 denies the allegations in Paragraph 212.

22 213. Amazon denies the allegations in Paragraph 213.

23 214. Amazon lacks knowledge or information sufficient to form a belief as to the truth
24 or falsity of general assertions about “sellers” and on that basis denies the allegations. Amazon
25 otherwise denies the allegations in Paragraph 214.

1 215. Amazon admits that Paragraph 215 purports to include an image depicting internal
2 information from a retailer, but lacks sufficient knowledge or information to form a belief as to
3 the truth or accuracy of the image and on that basis denies the allegations. The remaining
4 allegations in Paragraph 215 are legal conclusions and characterizations to which no responsive
5 pleading is required. Insofar as any responsive pleading is required, Amazon denies the allegations
6 in Paragraph 215.

7 216. Amazon denies the allegations of Paragraph 216, which mischaracterize the nature
8 of Amazon's store, and the benefits that it provides to sellers and customers.

9 217. Amazon admits that Paragraph 217 purports to quote or refer to internal Amazon
10 documents, testimony of an Amazon executive, and public Amazon documents, all of which speak
11 for themselves, and Amazon denies any attempts to characterize them. Except to the extent
12 expressly admitted, Amazon denies the allegations in Paragraph 217.

13 218. The allegations in Paragraph 218 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 218.

16 219. Amazon admits that Paragraph 219 purports to quote or refer to an internal Amazon
17 document and public Amazon documents, which speak for themselves, and Amazon denies any
18 attempts to characterize them. Except to the extent expressly admitted, Amazon denies the
19 allegations in Paragraph 219.

20 220. Amazon admits that Paragraph 220 purports to refer to an internal Amazon
21 document, which speaks for itself, and Amazon denies any attempt to characterize it. The
22 remaining allegations in Paragraph 220 are legal conclusions and characterizations to which no
23 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
24 the allegations in Paragraph 220.

25 221. Amazon admits that the Prime membership includes a number of benefits but
26 denies that a Prime membership is required to obtain fast shipping or free shipping when

1 purchasing from Amazon's store. Except to the extent expressly admitted, Amazon denies the
2 allegations in Paragraph 221.

3 222. Amazon admits that customers can and do subscribe to Prime Video on a standalone
4 basis. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 222.

5 223. Amazon denies that Prime services are offered on an all-or-nothing basis. Amazon
6 admits that Paragraph 223 purports to quote or refer to internal Amazon documents and testimony
7 of an Amazon executive, which speak for themselves, and Amazon denies any attempt to
8 characterize them. Except to the extent expressly admitted, Amazon denies the allegations in
9 Paragraph 223.

10 224. Amazon admits that Paragraph 224 purports to quote or refer to internal Amazon
11 documents and testimony of an Amazon executive, which speak for themselves, and Amazon
12 denies any attempt to characterize them. The remaining allegations in Paragraph 224 are legal
13 conclusions and characterizations to which no responsive pleading is required. Insofar as any
14 responsive pleading is required, Amazon denies the allegations in Paragraph 224.

15 225. Amazon admits that Paragraph 225 purports to quote or refer to an internal Amazon
16 document. The document speaks for itself and Amazon denies any attempt to characterize it.
17 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 225.

18 226. Amazon admits that Paragraph 226 purports to partially quote from an internal
19 Amazon document. The document speaks for itself and Amazon denies any attempt to characterize
20 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 226.

21 227. Amazon admits that Paragraph 227 purports to quote an article, which speaks for
22 itself, and Amazon denies any attempt at characterizing the article. The remaining allegations in
23 Paragraph 227 are legal conclusions and characterizations to which no responsive pleading is
24 required. Insofar as any responsive pleading is required, Amazon denies the allegations in
25 Paragraph 227.

1 228. Amazon admits that Paragraph 228 purports to quote or refer to internal Amazon
2 and public documents, which speak for themselves, and Amazon denies any attempt to characterize
3 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 228.

4 229. The allegations in Paragraph 229 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 229.

7 230. The allegations in Paragraph 230 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 230.

10 231. Amazon admits that the first sentence of Paragraph 231 purports to partially quote
11 or refer to internal Amazon documents, which speak for themselves, and Amazon denies any
12 attempt at characterizing them. Except to the extent expressly admitted, Amazon denies the
13 allegations in Paragraph 231.

14 232. The allegations in Paragraph 232 lack the specificity necessary for Amazon to
15 admit or deny, and on that basis Amazon denies them. Except to the extent expressly admitted,
16 Amazon denies the allegations in Paragraph 232.

17 233. Amazon admits that advertisements can be useful to shoppers. Amazon further
18 admits that the fourth sentence of Paragraph 233 purports to partially quote or refer to internal
19 Amazon documents, which speak for themselves, and Amazon denies any attempt at
20 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
21 Paragraph 233.

22 234. Amazon admits that Paragraph 234 purports to partially quote or refer to internal
23 Amazon documents, which speak for themselves, and Amazon denies any attempt at
24 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
25 Paragraph 234.

1 235. Amazon admits that Paragraph 235 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 235.

5 236. Amazon admits that Paragraph 236 purports to partially quote or refer to internal
6 Amazon documents, which speak for themselves, and Amazon denies any attempt at
7 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
8 Paragraph 236.

9 237. Amazon admits that Paragraph 237 purports to partially quote or refer to internal
10 Amazon documents, which speak for themselves, and Amazon denies any attempt at
11 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
12 Paragraph 237.

13 238. Amazon admits that Paragraph 238 purports to partially quote or refer to internal
14 Amazon documents, which speak for themselves, and Amazon denies any attempt at
15 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
16 Paragraph 238.

17 239. Amazon admits that Paragraph 239 purports to partially quote or refer to internal
18 Amazon documents, which speak for themselves, and Amazon denies any attempt at
19 characterizing them. Amazon further admits that Paragraph 239 purports to quote “public reports,”
20 which speak for themselves, and Amazon denies any attempt at characterizing any such reports.
21 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 239.

22 240. Amazon admits that Paragraph 240 purports to partially quote or refer to internal
23 Amazon documents, which speak for themselves, and Amazon denies any attempt at
24 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
25 Paragraph 240.

1 241. Amazon admits that Paragraph 241 purports to refer to internal Amazon documents,
2 which speak for themselves, and Amazon denies any attempt at characterizing them. Except to
3 the extent expressly admitted, Amazon denies the allegations in Paragraph 241.

4 242. The allegations in Paragraph 242 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 242.

7 243. Amazon denies the allegations in Paragraph 243.

8 244. Amazon admits that Amazon, like other retailers, recommends products it thinks
9 customers may like, and those recommendations may include products offered by Amazon or by
10 third-party sellers. Except to the extent expressly admitted, Amazon denies the allegations in
11 Paragraph 244.

12 245. Amazon denies the allegations in Paragraph 245.

13 246. Amazon admits that, at times, it utilized an expert recommendation widget that
14 would suggest products based on the recommendation of certain “experts.” Except to the extent
15 expressly admitted, Amazon denies the allegations in Paragraph 246.

16 247. Amazon admits that Paragraph 247 purports to partially quote from internal
17 Amazon communications, which speak for themselves, and Amazon denies any attempt at
18 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
19 Paragraph 247.

20 248. Amazon admits that Paragraph 248 purports to partially quote or refer to internal
21 Amazon documents, which speak for themselves, and Amazon denies any attempt at
22 characterizing them. Amazon further admits that Paragraph 246 purports to partially quote a book,
23 which speaks for itself, and Amazon denies any attempt at characterizing the book. Except to the
24 extent expressly admitted, Amazon denies the allegations in Paragraph 248.

25 249. Amazon admits that Paragraph 249 purports to partially quote or refer to internal
26 Amazon documents, which speak for themselves, and Amazon denies any attempt at

1 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
2 Paragraph 249.

3 250. The allegations in Paragraph 250 are legal conclusions and characterizations to
4 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
5 denies the allegations in Paragraph 250.

6 251. The allegation in the first sentence is a legal conclusion and characterization to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegation in the first sentence. Amazon admits that it charges each third-party seller a
9 selling fee, which can be a monthly fee or a fee for each item sold, and a referral fee that typically
10 is a percentage of each item sold. Amazon further admits that it offers additional, optional services
11 to third-party sellers--such as fulfillment and advertising services--and charges third-party sellers
12 who choose to purchase those services from Amazon instead of another service provider. Except
13 to the extent expressly admitted, Amazon denies the allegations in Paragraph 251.

14 252. Amazon denies the allegations in Paragraph 252.

15 253. The Amended Complaint does not identify the specific items that are included in
16 “fulfillment fees” in this paragraph and thus Amazon is without information or knowledge
17 sufficient to admit or deny the allegations in the first sentence of Paragraph 253, and on that basis
18 denies them. Amazon denies the remaining allegations in Paragraph 253.

19 254. Amazon admits that the second and third sentence of Paragraph 254 purports to
20 partially quote or refer to internal Amazon documents or public articles, which speak for
21 themselves, and Amazon denies any attempt at characterizing them. Except to the extent expressly
22 admitted, Amazon denies the allegations in Paragraph 254.

23 255. Amazon admits that Paragraph 255 purports to partially quote or refer to statements
24 by third-party sellers. Amazon lacks knowledge or information sufficient to form a belief as to
25 the truth of those sellers’ alleged statements, and on that basis denies them. Except to the extent
26 expressly admitted, Amazon denies the allegations in Paragraph 255.

1 256. Amazon admits that Paragraph 256 purports to partially quote or refer to statements
2 by third-party sellers. Amazon lacks knowledge or information sufficient to form a belief as to
3 the truth of those sellers' alleged statements, and on that basis denies them. Except to the extent
4 expressly admitted, Amazon denies the allegations in Paragraph 256.

5 257. Amazon admits Paragraph 257 purports to quote or refers to internal Amazon
6 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
7 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 257.

8 258. Amazon admits that Paragraph 258 purports to partially quote or refer to statements
9 by third-party sellers. Amazon lacks knowledge or information sufficient to form a belief as to
10 the truth of those sellers' alleged statements, and on that basis denies them. Except to the extent
11 expressly admitted, Amazon denies the allegations in Paragraph 258.

12 259. The allegations in Paragraph 259 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 259.

15 260. Amazon denies the allegations in Paragraph 260.

16 261. Amazon denies the allegations in the first sentence of Paragraph 261. The
17 remaining allegations in Paragraph 261 are legal conclusions and characterizations to which no
18 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
19 the allegations in Paragraph 261.

20 262. The allegations in Paragraph 262 are legal conclusions and characterizations to
21 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
22 denies the allegations in Paragraph 262.

23 263. The allegations in Paragraph 263 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 263.

26 264. Amazon denies the allegations in Paragraph 264.

1 265. Amazon admits that it has a Competitor Monitoring Team, which, among other
2 things, monitors publicly available information, including prices offered for certain items, from
3 certain competitors. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 265.

5 266. Amazon denies the allegations in the first and second sentences of Paragraph 266.
6 The remaining allegations in Paragraph 266 are legal conclusions and characterizations to which
7 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
8 the allegations in Paragraph 266.

9 267. Amazon denies the allegations in the first and second sentences of Paragraph 267.
10 The remaining allegations in Paragraph 267 are legal conclusions and characterizations to which
11 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
12 the allegations in Paragraph 267.

13 268. Amazon admits that it has a Competitor Monitoring Team, which, among other
14 things, monitors publicly available information, including prices offered for certain items, from
15 certain competitors, in order to ensure that Amazon features competitive prices for its customers.
16 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 268.

17 269. Amazon admits that it has a Competitor Monitoring Team, which, among other
18 things, monitors publicly available information, including prices offered for certain items, from
19 certain competitors, in order to ensure that Amazon features competitive prices for its customers.
20 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 269.

21 270. Amazon admits that Paragraph 270 purports to partially quote or refer to internal
22 Amazon documents, which speak for themselves, and Amazon denies any attempt at
23 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
24 Paragraph 270.

25 271. Amazon admits that, in certain instances, third-party sellers' offers may be
26 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible

1 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
 2 Amazon further admits that Paragraph 271 purports to refer to “Amazon Standards for Brands,”
 3 which speaks for itself, and Amazon denies any attempt at characterizing it. Except to the extent
 4 expressly admitted, Amazon denies the allegations in Paragraph 271.

5 272. Amazon denies the allegations in Paragraph 272.

6 273. Amazon denies the allegations in Paragraph 273.

7 274. Amazon admits that its BSA formerly contained a provision titled “Parity With
 8 Your Sales Channels”; the BSA speaks for itself and Amazon denies any attempt to characterize
 9 it. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 274.

10 275. Amazon admits the Section S-4 Parity with Your Sales Channels provision was
 11 removed from the BSA for European stores in 2013. Except to the extent expressly admitted,
 12 Amazon denies the allegations in Paragraph 275.

13 276. Amazon admits that Paragraph 276 purports to quote from public letters that speak
 14 for themselves and Amazon denies any attempt at characterizing them. Amazon further admits
 15 that the Section S-4 Parity with Your Sales Channels provision in the BSA was removed for the
 16 U.S. store in 2019, and that the removal was widely reported in mainstream and industry press.
 17 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 276.

18 277. Amazon denies the allegations in Paragraph 277.

19 278. Amazon admits that Paragraph 278 purports to partially quote or refer to internal
 20 Amazon documents, which speak for themselves, and Amazon denies any attempt at
 21 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
 22 Paragraph 278.

23 279. Amazon admits that, in certain instances, third-party sellers’ offers may be
 24 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible
 25 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
 26 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 279.

1 280. Amazon admits that, in certain instances, third-party sellers' offers may be
2 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible
3 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
4 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 280.

5 281. Amazon admits that, in certain instances, third-party sellers' offers may be
6 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible
7 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
8 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 281.

9 282. Amazon admits that, in certain instances, third-party sellers' offers may be
10 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible
11 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
12 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 282.

13 283. Amazon admits that Paragraph 283 purports to partially quote from an Amazon
14 communication to third-party sellers. That communication speaks for itself, and Amazon denies
15 any attempt at characterizing it. Except to the extent expressly admitted, Amazon denies the
16 allegations in Paragraph 283.

17 284. Amazon denies the allegations in Paragraph 284.

18 285. Amazon admits that, in certain instances, third-party sellers' offers may be
19 ineligible to be selected as a Featured Offer. Those methods of selecting which offers are ineligible
20 to be featured speak for themselves, and Amazon denies any attempt at characterizing them.
21 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 285.

22 286. Amazon admits that the second sentence of Paragraph 286 purports to partially
23 quote or refer to internal Amazon documents, which speak for themselves, and Amazon denies
24 any attempt at characterizing them. Amazon further admits that the third sentence of Paragraph
25 286 purports to allege the percentage of purchases made from non-Featured Offers. That allegation
26 lacks the specificity necessary for Amazon to admit or deny whether the alleged number is

1 accurate, insofar as it is unclear what time period it refers to and whether there was a Featured
 2 Offer for those products. On that basis, Amazon denies the allegations in the third sentence of
 3 Paragraph 286. Except to the extent expressly admitted, Amazon denies the allegations in
 4 Paragraph 286.

5 287. Amazon denies the allegations in Paragraph 287.

6 288. Amazon admits that it has “Standards for Brands Selling in the Amazon Store,”
 7 which speaks for itself, and Amazon denies any attempt at characterizing it. Amazon further
 8 admits that “Standards for Brands Selling in the Amazon Store” is sometimes referred to as
 9 “Amazon Standards for Brands,” or ASB. Except to the extent expressly admitted, Amazon denies
 10 the allegations in Paragraph 288.

11 289. Amazon admits that Paragraph 289 purports to refer to ASB, which speaks for
 12 itself, and Amazon denies any attempt at characterizing it. Amazon further denies that it designates
 13 sellers as “ASB sellers” as defined by Paragraph 289. Except to the extent expressly admitted,
 14 Amazon denies the allegations in Paragraph 289.

15 290. Amazon admits that Paragraph 290 purports to partially quote or refer to internal
 16 Amazon documents, which speak for themselves, and Amazon denies any attempt at
 17 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
 18 Paragraph 290.

19 291. Amazon lacks knowledge or information sufficient to form a belief as to the truth
 20 or falsity of the allegations in the first sentence of Paragraph 291, and on that basis denies them.
 21 Amazon admits that the second sentence of Paragraph 291 purports to partially quote or refer to
 22 internal Amazon documents or testimony, which speak for themselves, and Amazon denies any
 23 attempt at characterizing them. Except to the extent expressly admitted, Amazon denies the
 24 allegations in Paragraph 291.

1 292. Amazon admits that Paragraph 292 purports to refer to ASB and its BSA, both of
2 which speak for themselves, and Amazon denies any attempt at characterizing them. Except to
3 the extent expressly admitted, Amazon denies the allegations in Paragraph 292.

4 293. Amazon denies the allegations in Paragraph 293.

5 294. Amazon denies the allegations in Paragraph 294.

6 295. The allegations in Paragraph 295 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 295.

9 296. Amazon admits that Paragraph 296 purports to partially quote or refer to ASB,
10 which speaks for itself, and Amazon denies any attempt at characterizing it. Except to the extent
11 expressly admitted, Amazon denies the allegations in Paragraph 296.

12 297. Amazon admits that Paragraph 297 purports to refer to ASB, which speaks for
13 itself, and Amazon denies any attempt at characterizing it. Amazon further admits that Paragraph
14 297 purports to partially quote or refer to internal Amazon documents, which speak for themselves,
15 and Amazon denies any attempt at characterizing them. Except to the extent expressly admitted,
16 Amazon denies the allegations in Paragraph 297.

17 298. Amazon denies the allegations in the first sentence of Paragraph 298. Amazon
18 admits that the second sentence of Paragraph 298 purports to partially quote or refer to internal
19 Amazon documents, which speak for themselves, and Amazon denies any attempt at
20 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
21 Paragraph 298.

22 299. Amazon admits that Paragraph 299 purports to partially quote or refer to internal
23 Amazon documents, which speak for themselves, and Amazon denies any attempt at
24 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
25 Paragraph 299.

26 300. Amazon denies the allegations in Paragraph 300.

1 301. Amazon admits that Paragraph 301 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 301.

5 302. Amazon admits that Paragraph 302 purports to partially quote or refer to internal
6 Amazon documents, which speak for themselves, and Amazon denies any attempt at
7 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
8 Paragraph 302.

9 303. Amazon admits that Paragraph 303 purports to partially quote or refer to internal
10 Amazon documents, which speak for themselves, and Amazon denies any attempt at
11 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
12 Paragraph 303.

13 304. Amazon admits that it has Customer Experience Ambassadors, which speaks for
14 itself, and Amazon denies any attempt at characterizing it. Amazon further admits that Paragraph
15 304 purports to partially quote or refer to internal Amazon documents, which speak for themselves,
16 and Amazon denies any attempt at characterizing them. Except to the extent expressly admitted,
17 Amazon denies the allegations in Paragraph 304.

18 305. Amazon denies the allegations in the first sentence of Paragraph 305. Amazon
19 admits that the second sentence of Paragraph 305 purports to partially quote or refer to internal
20 Amazon documents, which speak for themselves, and Amazon denies any attempt at
21 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
22 Paragraph 305.

23 306. The allegations in Paragraph 306 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 306.

26 307. Amazon denies the allegations in Paragraph 307.

1 308. Amazon denies the allegations in Paragraph 308.

2 309. Amazon is without the knowledge necessary to admit or deny the reasoning behind
3 other parties' pricing decisions, and on that basis denies the allegations about their reasoning.
4 Amazon denies the remaining allegations in Paragraph 309.

5 310. Amazon denies the allegations in Paragraph 310.

6 311. Amazon denies the allegations in Paragraph 311.

7 312. Amazon denies the allegations in Paragraph 312.

8 313. Amazon admits that Paragraph 313 purports to partially quote or refer to statements
9 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
10 belief as to the truth or falsity of the allegations and on that basis denies them. Amazon further
11 admits that Paragraph 313 purports to partially quote or refer to internal Amazon documents, which
12 speak for themselves, and Amazon denies any attempt at characterizing them. Except to the extent
13 expressly admitted, Amazon denies the allegations in Paragraph 313.

14 314. Amazon denies the allegations in the first sentence. Amazon admits that Paragraph
15 314 purports to partially quote or refer to statements or documents of a third-party, and Amazon
16 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations
17 and on that basis denies them. Except to the extent expressly admitted, Amazon denies the
18 allegations in Paragraph 314.

19 315. Amazon admits that Paragraph 315 purports to partially quote or refer to statements
20 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations. Except to the extent expressly admitted, Amazon
22 denies the allegations in Paragraph 315.

23 316. Amazon admits that Paragraph 316 purports to partially quote or refer to statements
24 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
25 belief as to the truth or falsity of the allegations and on that basis denies them. Except to the extent
26 expressly admitted, Amazon denies the allegations in Paragraph 316.

1 317. Amazon admits that Paragraph 317 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 317.

5 318. Amazon denies the allegations in Paragraph 318.

6 319. Amazon denies the allegations in Paragraph 319.

7 320. Amazon admits that Paragraph 320 purports to partially quote or refer to statements
8 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
9 belief as to the truth or falsity of the allegations and on that basis denies them. Except to the extent
10 expressly admitted, Amazon denies the allegations in Paragraph 320.

11 321. Amazon admits that Paragraph 321 purports to partially quote or refer to statements
12 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
13 belief as to the truth or falsity of the allegations and on that basis denies them. Except to the extent
14 expressly admitted, Amazon denies the allegations in Paragraph 321.

15 322. Amazon admits that Paragraph 322 purports to partially quote or refers to
16 statements or documents of a third-party, and Amazon lacks knowledge or information sufficient
17 to form a belief as to the truth or falsity of the allegations and on that basis denies them. The
18 remaining allegations in Paragraph 322 are legal conclusions and characterizations to which no
19 responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
20 the allegations in Paragraph 322.

21 323. Amazon admits that Paragraph 323 purports to partially quote or refer to statements
22 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations, and on that basis denies them.

24 324. Amazon admits that Paragraph 324 purports to partially quote or refer to statements
25 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations, and on that basis denies them. The remaining

1 allegations in Paragraph 324 are legal conclusions and characterizations to which no responsive
2 pleading is required. Insofar as any responsive pleading is required, Amazon denies the allegations
3 in Paragraph 324.

4 325. Amazon admits that Paragraph 325 purports to partially quote or refer to statements
5 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
6 belief as to the truth or falsity of the allegations and on that basis denies them.

7 326. The allegations in Paragraph 326 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 326.

10 327. Amazon denies the allegations in Paragraph 327.

11 328. Amazon admits that it seeks to provide customers with a positive shopping
12 experience by offering competitive prices on its Retail products. Amazon further admits that, like
13 other retailers, it may consider the prices of its competitors when setting prices on its own products.
14 Amazon further admits that Paragraph 328 purports to partially quote or refer to internal Amazon
15 documents, which speak for themselves, and Amazon denies any attempt at characterizing them.
16 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 328.

17 329. Amazon denies the allegations in Paragraph 329.

18 330. Amazon admits that Paragraph 330 purports to partially quote or refer to statements
19 by an Amazon executive, which speak for themselves, and Amazon denies any attempt at
20 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
21 Paragraph 330.

22 331. Amazon denies the allegations in Paragraph 331.

23 332. Amazon denies the allegations in Paragraph 332.

24 333. The allegations in Paragraph 333 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 333.

1 334. Amazon admits that Paragraph 334 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 334.

5 335. Amazon denies the allegations in Paragraph 335.

6 336. Amazon admits that Paragraph 336 purports to partially quote or refer to statements
7 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations and on that basis denies them.

9 337. Amazon admits that Paragraph 337 purports to partially quote or refer to internal
10 Amazon documents, which speak for themselves, and Amazon denies any attempt at
11 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
12 Paragraph 337.

13 338. Amazon admits that Paragraph 338 purports to partially quote or refer to statements
14 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
15 belief as to the truth or falsity of the allegations and on that basis denies them.

16 339. Amazon admits that Paragraph 339 purports to partially quote or refer to statements
17 or documents of a third-party, and Amazon lacks knowledge or information sufficient to form a
18 belief as to the truth or falsity of the allegations and on that basis denies them.

19 340. Amazon denies the allegations in Paragraph 340.

20 341. Amazon denies the allegations in Paragraph 341.

21 342. Amazon admits that Paragraph 342 purports to partially quote or refer to internal
22 Amazon documents, which speak for themselves, and Amazon denies any attempt at
23 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
24 Paragraph 342.

25 343. Amazon admits that Paragraph 343 purports to refer to Amazon's methods of
26 selecting which offers are ineligible to be featured and Amazon's methods of pricing its Retail

1 products. Those methods speak for themselves, and Amazon denies any attempt at characterizing
2 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 343.

3 344. Amazon admits that Paragraph 344 purports to quote or refer to third parties'
4 statements or actions. Amazon lacks knowledge or information sufficient to form a belief as to the
5 truth of the allegations in Paragraph 344 regarding those third parties, and on that basis denies
6 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 344.

7 345. Amazon admits that Paragraph 345 purports to quote or refer to third parties'
8 statements or actions. Amazon lacks knowledge or information sufficient to form a belief as to the
9 truth of the allegations in Paragraph 345 regarding those third parties, and on that basis denies
10 them.

11 346. Amazon admits that the first sentence of Paragraph 346 purports to quote or refer
12 to third parties' statements or actions. Amazon lacks knowledge or information sufficient to form
13 a belief as to the truth of the allegations in the first sentence of Paragraph 346 regarding those third
14 parties, and on that basis denies them. The remaining allegations in Paragraph 346 are legal
15 conclusions and characterizations to which no responsive pleading is required. Insofar as any
16 responsive pleading is required, Amazon denies the allegations in Paragraph 346.

17 347. Amazon denies the first sentence of Paragraph 347. Amazon admits that Paragraph
18 347 purports to refer to Amazon's methods of selecting which offers are ineligible to be featured
19 and Amazon's methods of pricing its Retail products. Those methods speak for themselves, and
20 Amazon denies any attempt at characterizing them. Except to the extent expressly admitted,
21 Amazon denies the allegations in Paragraph 347.

22 348. Amazon denies the allegations in the first and second sentences of Paragraph 348.
23 Amazon admits that Paragraph 348 purports to partially quote or refer to statements or documents
24 of a third-party, and Amazon lacks knowledge or information sufficient to form a belief as to the
25 truth or falsity of the allegations and on that basis denies them. Except to the extent expressly
26 admitted, Amazon denies the allegations in Paragraph 348.

1 349. Amazon denies the allegation in the first sentence of Paragraph 349. Amazon
2 admits that the remainder of Paragraph 349 purports to quote or refer to third parties' statements
3 or actions. Amazon lacks knowledge or information sufficient to form a belief as to the truth of
4 the allegations in Paragraph 349 regarding those third parties, and on that basis denies them.

5 350. Amazon admits that Paragraph 350 purports to partially quote or refer to internal
6 Amazon documents, which speak for themselves, and Amazon denies any attempt at
7 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
8 Paragraph 350.

9 351. Amazon admits that Paragraph 351 purports to quote or refer to third parties'
10 statements or actions. Amazon lacks knowledge or information sufficient to form a belief as to the
11 truth of the allegations in Paragraph 351 regarding those third parties, and on that basis denies
12 them.

13 352. The allegations in Paragraph 352 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 352.

16 353. The allegations in Paragraph 353 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 353.

19 354. Amazon admits that a Prime badge is used to identify products that are eligible for
20 Prime delivery benefits at no additional cost to Prime Members, and that non-Prime members may
21 also qualify for free shipping. Except to the extent expressly admitted, Amazon denies the
22 allegations in Paragraph 354.

23 355. Amazon denies the allegations in Paragraph 355.

24 356. Amazon denies the allegations in Paragraph 356.

25 357. Amazon lacks knowledge or information sufficient to form a belief as to the truth
26 or falsity of general assertions about seller preferences and on that basis denies the allegations.

1 The remaining allegations in Paragraph 357 are legal conclusions and characterizations to which
2 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
3 the allegations in Paragraph 357.

4 358. The allegations in Paragraph 358 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 358.

7 359. The allegations in Paragraph 359 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 359.

10 360. Amazon admits that many US households have an Amazon Prime membership, but
11 Amazon denies any characterization of the number of Prime subscribers as a static number.
12 Amazon further admits that Paragraph 360 purports to quote or refer to internal Amazon
13 documents, which speak for themselves, and denies any attempt to characterize them. Except to
14 the extent expressly admitted, Amazon denies the allegations in Paragraph 360.

15 361. Amazon admits that Paragraph 361 purports to partially quote from or refer to an
16 internal Amazon document, which speaks for itself, and Amazon denies any attempt to
17 characterize it. Except to the extent expressly admitted, Amazon denies the allegations in
18 Paragraph 361.

19 362. Amazon admits that both sellers and customers value free, fast, and reliable
20 shipping, but denies that it “conditions access” based on sellers’ use of FBA. The remaining
21 allegations in Paragraph 362 are legal conclusions and characterizations to which no responsive
22 pleading is required. Insofar as any responsive pleading is required, Amazon denies the allegations
23 in Paragraph 362.

24 363. Amazon lacks knowledge or information sufficient to form a belief as to the truth
25 or falsity of general assertions about seller preferences and on that basis denies the allegations in
26 the first sentence of Paragraph 363. Amazon admits that Paragraph 363 purports to quote or refer

1 to an internal Amazon document, which speaks for itself, and Amazon denies any attempt to
2 characterize it. Except to the extent expressly admitted, Amazon denies the allegations in
3 Paragraph 363.

4 364. Amazon admits that Paragraph 364 purports to quote or refer to a public Amazon
5 document, which speaks for itself, and Amazon denies any attempt to characterize it. Except to
6 the extent expressly admitted, Amazon denies the allegations in Paragraph 364.

7 365. Amazon admits that Paragraph 365 purports to quote or refer to internal Amazon
8 documents, which speak for themselves, and Amazon denies any attempt to characterize them.
9 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 365.

10 366. The allegations in the first and last sentences of Paragraph 366 are legal conclusions
11 and characterizations to which no responsive pleading is required. Insofar as any responsive
12 pleading is required, Amazon denies the allegations in those sentences. Amazon lacks knowledge
13 or information sufficient to form a belief as to the truth or falsity of general assertions about seller
14 preferences and on that basis denies the allegations. Amazon further admits that Paragraph 366
15 purports to quote an article, which speaks for itself, and Amazon denies any attempt at
16 characterizing the article. Except to the extent expressly admitted, Amazon denies the allegations
17 in Paragraph 366.

18 367. Amazon denies the allegations in Paragraph 367.

19 368. The allegations in Paragraph 368 are legal conclusions and characterizations to
20 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
21 denies the allegations in Paragraph 368.

22 369. The allegations in the first and last sentences in Paragraph 369 are legal conclusions
23 and characterizations to which no responsive pleading is required. Insofar as any responsive
24 pleading is required, Amazon denies the allegations in Paragraph 369. Amazon lacks knowledge
25 or information sufficient to form a belief as to the truth or falsity of general assertions about seller
26

1 preferences and business operations and on that basis denies the allegations in the second, third,
2 and fourth sentences in Paragraph 369.

3 370. Amazon denies the allegations in Paragraph 370.

4 371. Amazon lacks knowledge or information sufficient to form a belief as to the truth
5 or falsity of general assertions about seller preferences and business operations and on that basis
6 denies the allegations in Paragraph 371.

7 372. Amazon lacks knowledge or information sufficient to form a belief as to the truth
8 or falsity of general assertions about seller preferences and on that basis denies the allegations in
9 Paragraph 372.

10 373. Amazon lacks knowledge or information sufficient to form a belief as to the truth
11 or falsity of general assertions about seller preferences and business operations and on that basis
12 denies the allegations in Paragraph 373.

13 374. Amazon lacks knowledge or information sufficient to form a belief as to the truth
14 or falsity of general assertions about seller preferences and on that basis denies the allegations.
15 The remaining allegations in Paragraph 374 are legal conclusions and characterizations to which
16 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
17 the allegations in Paragraph 374.

18 375. The allegations in Paragraph 375 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 375.

21 376. The allegations in Paragraph 376 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 376.

24 377. The allegations in Paragraph 377 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 377.

1 378. The allegations in Paragraph 378 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 378.

4 379. Amazon lacks knowledge or information sufficient to form a belief as to the truth
5 or falsity of general assertions about the retail fulfillment market and on that basis denies the
6 allegations.

7 380. Amazon lacks knowledge or information sufficient to form a belief as to the truth
8 or falsity of general assertions about retail fulfillment and marketplace markets and on that basis
9 denies the allegations.

10 381. Amazon lacks knowledge or information sufficient to form a belief as to the truth
11 or falsity of general assertions about the retail fulfillment market and on that basis denies the
12 allegations in the first sentence. Amazon admits that it offers sellers a variety of services and
13 charges fees based on a variety of factors. Except to the extent expressly admitted, Amazon denies
14 the allegations in Paragraph 381.

15 382. The allegations in Paragraph 382 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 382.

18 383. Amazon lacks knowledge or information sufficient to form a belief as to the truth
19 or falsity of general assertions about the retail fulfillment market and on that basis denies the
20 allegations in the first sentence. The remaining allegations in Paragraph 383 are legal conclusions
21 and characterizations to which no responsive pleading is required. Insofar as any responsive
22 pleading is required, Amazon denies the allegations in Paragraph 383.

23 384. Amazon denies the allegations in Paragraph 384.

24 385. The allegations in Paragraph 385 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 385.

1 386. Amazon admits that Paragraph 386 purports to quote or refer to internal Amazon
2 documents, which speak for themselves, and Amazon denies any attempt to characterize them.
3 The remaining allegations in Paragraph 386 are legal conclusions and characterizations to which
4 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
5 the allegations in Paragraph 386.

6 387. Amazon lacks knowledge or information sufficient to form a belief as to the truth
7 or falsity of general assertions about the retail fulfillment market, and on that basis denies the
8 allegations in the first sentence. The remaining allegations in Paragraph 387 are legal conclusions
9 and characterizations to which no responsive pleading is required. Insofar as any responsive
10 pleading is required, Amazon denies the allegations in Paragraph 387.

11 388. The allegations in Paragraph 388 are legal conclusions and characterizations to
12 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
13 denies the allegations in Paragraph 388.

14 389. Amazon lacks knowledge or information sufficient to form a belief as to the truth
15 or falsity of general assertions about “independent fulfillment providers,” and on that basis denies
16 the allegations in Paragraph 389.

17 390. Amazon admits that Amazon’s FBA service fulfills orders placed in Amazon’s
18 store and that Amazon also provides a service to fulfill orders sold in other channels. Amazon
19 lacks knowledge or information sufficient to form a belief as to the truth or falsity of general
20 assertions about independent fulfillment providers, and on that basis denies the allegations in the
21 third sentence. Except to the extent expressly admitted, Amazon denies the allegations in
22 Paragraph 390.

23 391. The allegations in Paragraph 391 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 391.

1 392. Amazon admits that Paragraph 392 purports to quote or refer to internal Amazon
2 documents, which speak for themselves, and Amazon denies any attempt to characterize them.
3 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 392.

4 393. Amazon admits that Paragraph 393 purports to quote or refer to an internal Amazon
5 document, which speaks for itself, and Amazon denies any attempt to characterize it. Except to
6 the extent expressly admitted, Amazon denies the allegations in Paragraph 393.

7 394. Amazon denies the allegations in Paragraph 394.

8 395. Amazon lacks knowledge or information sufficient to form a belief as to the truth
9 or falsity of general assertions about “independent fulfillment providers,” and on that basis denies
10 the allegations. The remaining allegations in Paragraph 395 are legal conclusions and
11 characterizations to which no responsive pleading is required. Insofar as any responsive pleading
12 is required, Amazon denies the allegations in Paragraph 395.

13 396. The allegations in Paragraph 396 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 396.

16 397. The allegations in Paragraph 397 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 397.

19 398. Amazon denies the allegations in the first sentence of Paragraph 398. Amazon
20 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
21 Paragraph 398 regarding seller preferences and business operations, and on that basis denies them.
22 The remaining allegations in Paragraph 398 are legal conclusions and characterizations to which
23 no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies
24 the allegations in Paragraph 398. Except to the extent expressly admitted, Amazon denies the
25 allegations in Paragraph 398.

26 399. Amazon denies the allegations in Paragraph 399.

1 400. Amazon admits that in 2015 it launched Seller Fulfilled Prime, sometimes referred
2 to as SFP, which permitted sellers to make Prime-eligible offers without using FBA. Amazon
3 further admits that it paused new seller enrollment into SFP in 2019, and reopened enrollment into
4 SFP on October 1, 2023. Except to the extent expressly admitted, Amazon denies the allegations
5 in Paragraph 400.

6 401. Amazon admits that Amazon required sellers in SFP to meet certain standards to
7 enroll and receive Prime eligibility. Amazon further admits that Paragraph 401 purports to quote
8 or refer to internal Amazon documents, which speak for themselves, and Amazon denies any
9 attempt to characterize them. Except to the extent expressly admitted, Amazon denies the
10 allegations in Paragraph 401.

11 402. Amazon admits that in the first full year of SFP, it enrolled approximately 3,200
12 sellers. Amazon further admits that Paragraph 402 purports to quote or refer to internal Amazon
13 documents, which speak for themselves, and Amazon denies any attempt to characterize them.
14 Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 402.

15 403. Amazon denies the allegations in Paragraph 403.

16 404. Amazon admits that Paragraph 404 purports to quote or refer to internal and public
17 Amazon documents, which speak for themselves, and Amazon denies any attempt to characterize
18 them. Except to the extent expressly admitted, Amazon denies the allegations in Paragraph 404.

19 405. Amazon denies the allegations in the first sentence of Paragraph 405. Amazon
20 admits that Paragraph 405 purports to quote or refer to internal Amazon documents, which speak
21 for themselves, and Amazon denies any attempt to characterize them. Except to the extent
22 expressly admitted, Amazon denies the allegations in Paragraph 405.

23 406. Amazon admits that Paragraph 406 purports to quote or refer to internal Amazon
24 documents and the testimony of an Amazon executive, which speak for themselves, and Amazon
25 denies any attempt to characterize them. Except to the extent expressly admitted, Amazon denies
26 the allegations in Paragraph 406.

1 407. Amazon admits that Paragraph 407 purports to quote or refer to internal Amazon
2 documents, which speak for themselves, and Amazon denies any attempt to characterize them.
3 Amazon further admits that its sellers may use SFP. Except to the extent expressly admitted,
4 Amazon denies the allegations in Paragraph 407.

5 408. Amazon lacks knowledge or information sufficient to form a belief as to the truth
6 or falsity of general assertions about SFP seller concerns, and on that basis denies the allegations.
7 Amazon denies the remaining allegations in Paragraph 408.

8 409. Amazon denies the allegations in the first sentence of Paragraph 409. Amazon
9 admits that Paragraph 409 purports to quote or refer to internal Amazon documents, which speak
10 for themselves, and Amazon denies any attempt to characterize them. Except to the extent
11 expressly admitted, Amazon denies the allegations in Paragraph 409.

12 410. Amazon denies the allegations in the first and last sentences of Paragraph 410.
13 Amazon admits that Paragraph 410 purports to quote or refer to internal Amazon documents,
14 which speak for themselves, and Amazon denies any attempt to characterize them. Except to the
15 extent expressly admitted, Amazon denies the allegations in Paragraph 410.

16 411. Amazon admits that it reopened SFP enrollment on October 1, 2023. Amazon
17 further admits that SFP sellers may use independent fulfillment providers. Amazon further admits
18 that Paragraph 411 purports to quote or refer to internal or public Amazon documents, which speak
19 for themselves, and Amazon denies any attempt to characterize them. Except to the extent
20 expressly admitted, Amazon denies the allegations in Paragraph 411.

21 412. The allegations in Paragraph 412 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 412.

24 413. The allegations in Paragraph 413 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 413.

1 414. The allegations in Paragraph 414 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 414.

4 415. The allegations in Paragraph 415 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 415.

7 416. The allegations in Paragraph 416 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 416.

10 417. The allegations in Paragraph 417 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 417.

13 418. Amazon admits that it used, at certain times in the past, something that it internally
14 referred to as Project Nessie, but denies any attempt at characterizing it. Except to the extent
15 expressly admitted, Amazon denies the allegations in Paragraph 418.

16 419. Amazon denies the allegations in Paragraph 419.

17 420. Amazon denies the allegations in Paragraph 420.

18 421. Amazon admits Paragraph 421 purports to partially quote or refer to internal
19 Amazon documents, which speak for themselves, and Amazon denies any attempt at
20 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
21 Paragraph 421.

22 422. Amazon admits that it used, at certain times in the past, something that it internally
23 referred to as Project Nessie, but denies any attempt at characterizing it. Except to the extent
24 expressly admitted, Amazon denies the allegations in Paragraph 422.

1 423. Amazon admits that it used, at certain times in the past, something that it internally
2 referred to as Project Nessie, but denies any attempt at characterizing it. Except to the extent
3 expressly admitted, Amazon denies the allegations in Paragraph 423.

4 424. Amazon admits that it used, at certain times in the past, something that it internally
5 referred to as Project Nessie, but denies any attempt at characterizing it. Except to the extent
6 expressly admitted, Amazon denies the allegations in Paragraph 424.

7 425. Amazon admits Paragraph 425 purports to partially quote or refer to internal
8 Amazon documents, which speak for themselves, and Amazon denies any attempt at
9 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
10 Paragraph 425.

11 426. Amazon admits that it used, at certain times in the past, something that it internally
12 referred to as Project Nessie, but denies any attempt at characterizing it. Except to the extent
13 expressly admitted, Amazon denies the allegations in Paragraph 426.

14 427. Amazon denies the allegations in Paragraph 427.

15 428. Amazon admits Paragraph 428 purports to partially quote or refer to internal
16 Amazon documents, which speak for themselves, and Amazon denies any attempt at
17 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
18 Paragraph 428.

19 429. Amazon admits Paragraph 429 purports to partially quote or refer to internal
20 Amazon documents, which speak for themselves, and Amazon denies any attempt at
21 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
22 Paragraph 429.

23 430. Amazon denies the allegations in Paragraph 430.

24 431. Amazon denies the allegations in Paragraph 431.

25 432. Amazon admits that it stopped using Project Nessie in 2019. Except to the extent
26 expressly admitted, Amazon denies the allegations in Paragraph 432.

1 433. Amazon admits that Paragraph 433 purports to partially quote or refer to internal
2 Amazon documents, which speak for themselves, and Amazon denies any attempt at
3 characterizing them. Except to the extent expressly admitted, Amazon denies the allegations in
4 Paragraph 433.

5 434. Amazon denies the allegations in Paragraph 434.

6 435. The allegations in Paragraph 435 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 435.

9 436. The allegations in Paragraph 436 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 436.

12 437. The allegations in Paragraph 437 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 437.

15 438. Amazon denies the allegations in Paragraph 438.

16 439. The allegations in Paragraph 439 are legal conclusions and characterizations to
17 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
18 denies the allegations in Paragraph 439.

19 440. The allegations in Paragraph 440 are legal conclusions and characterizations to
20 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
21 denies the allegations in Paragraph 440.

22 441. The allegations in Paragraph 441 are legal conclusions and characterizations to
23 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
24 denies the allegations in Paragraph 441.

1 442. The allegations in Paragraph 442 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 442.

4 443. The allegations in Paragraph 443 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 443.

7 444. Amazon reasserts and hereby incorporates by reference its responses to each
8 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

9 445. The allegations in Paragraph 445 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 445.

12 446. The allegations in Paragraph 446 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 446.

15 447. The allegations in Paragraph 447 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 447.

18 448. The allegations in Paragraph 448 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 448.

21 449. The allegations in Paragraph 449 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 449.

24 450. Amazon reasserts and hereby incorporates by reference its responses to each
25 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.
26

1 451. The allegations in Paragraph 451 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 451.

4 452. The allegations in Paragraph 452 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 452.

7 453. The allegations in Paragraph 453 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 453.

10 454. The allegations in Paragraph 454 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 454.

13 455. The allegations in Paragraph 455 are legal conclusions and characterizations to
14 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
15 denies the allegations in Paragraph 455.

16 456. Amazon reasserts and hereby incorporates by reference its responses to each
17 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

18 457. The allegations in Paragraph 457 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 457.

21 458. The allegations in Paragraph 458 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 458.

24 459. Amazon reasserts and hereby incorporates by reference its responses to each
25 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.
26

1 460. The allegations in Paragraph 460 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 460.

4 461. Amazon denies the allegations in Paragraph 461.

5 462. Amazon denies the allegations in Paragraph 462.

6 463. Amazon denies the allegations in Paragraph 463.

7 464. The allegations in Paragraph 464 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 464.

10 465. The allegations in Paragraph 465 are legal conclusions and characterizations to
11 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
12 denies the allegations in Paragraph 465.

13 466. Amazon reasserts and hereby incorporates by reference its responses to each
14 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

15 467. The allegations in Paragraph 467 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 467.

18 468. The allegations in Paragraph 468 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 468.

21 469. The allegations in Paragraph 469 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 469.

24 470. The allegations in Paragraph 470 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 470.

1 471. The allegations in Paragraph 471 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 471.

4 472. The allegations in Paragraph 472 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 472.

7 473. Amazon reasserts and hereby incorporates by reference its responses to each
8 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

9 474. The allegations in Paragraph 474 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 474.

12 475. The allegations in Paragraph 475 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 475.

15 476. The allegations in Paragraph 476 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 476.

18 477. The allegations in Paragraph 477 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 477.

21 478. The allegations in Paragraph 478 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 478.

24 479. The allegations in Paragraph 479 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 479.

1 480. Amazon reasserts and hereby incorporates by reference its responses to each
2 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

3 481. The allegations in Paragraph 481 are legal conclusions and characterizations to
4 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
5 denies the allegations in Paragraph 481.

6 482. The allegations in Paragraph 482 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 482.

9 483. The allegations in Paragraph 483 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 483.

12 484. The allegations in Paragraph 484 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 484.

15 485. The allegations in Paragraph 485 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 485.

18 486. Amazon reasserts and hereby incorporates by reference its responses to each
19 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

20 487. The allegations in Paragraph 487 are legal conclusions and characterizations to
21 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
22 denies the allegations in Paragraph 487.

23 488. The allegations in Paragraph 488 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 488.

1 489. Amazon reasserts and hereby incorporates by reference its responses to each
2 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

3 490. The allegations in Paragraph 490 relate to a claim that has been dismissed, for
4 which no response is required. Insofar as a response is required, Amazon denies the allegations in
5 Paragraph 490.

6 491. The allegations in Paragraph 491 relate to a claim that has been dismissed, for
7 which no response is required. Insofar as a response is required, Amazon denies the allegations in
8 Paragraph 491.

9 492. Amazon reasserts and hereby incorporates by reference its responses to each
10 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

11 493. The allegations in Paragraph 493 are legal conclusions and characterizations to
12 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
13 denies the allegations in Paragraph 493.

14 494. The allegations in Paragraph 494 are legal conclusions and characterizations to
15 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
16 denies the allegations in Paragraph 494.

17 495. The allegations in Paragraph 495 are legal conclusions and characterizations to
18 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
19 denies the allegations in Paragraph 495.

20 496. Amazon reasserts and hereby incorporates by reference its responses to each
21 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

22 497. The allegations in Paragraph 497 are legal conclusions and characterizations to
23 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
24 denies the allegations in Paragraph 497.

1 498. The allegations in Paragraph 498 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 498.

4 499. Amazon reasserts and hereby incorporates by reference its responses to each
5 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

6 500. The allegations in Paragraph 500 are legal conclusions and characterizations to
7 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
8 denies the allegations in Paragraph 500.

9 501. The allegations in Paragraph 501 are legal conclusions and characterizations to
10 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
11 denies the allegations in Paragraph 501.

12 502. The allegations in Paragraph 502 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 502.

15 503. The allegations in Paragraph 503 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 503.

18 504. Amazon reasserts and hereby incorporates by reference its responses to each
19 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

20 505. The allegations in Paragraph 505 are legal conclusions and characterizations to
21 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
22 denies the allegations in Paragraph 505.

23 506. The allegations in Paragraph 506 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 506.
26

1 507. The allegations in Paragraph 507 are legal conclusions and characterizations to
2 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
3 denies the allegations in Paragraph 507.

4 508. The allegations in Paragraph 508 are legal conclusions and characterizations to
5 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
6 denies the allegations in Paragraph 508.

7 509. The allegations in Paragraph 509 are legal conclusions and characterizations to
8 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
9 denies the allegations in Paragraph 509.

10 510. The allegations in Paragraph 510 relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies the allegations in
12 Paragraph 510.

13 511. The allegations in Paragraph 511 relate to a claim that has been dismissed, for
14 which no response is required. Insofar as a response is required, Amazon denies the allegations in
15 Paragraph 511.

16 512. The allegations in Paragraph 512 relate to a claim that has been dismissed, for
17 which no response is required. Insofar as a response is required, Amazon denies the allegations in
18 Paragraph 512.

19 513. The allegations in Paragraph 513 relate to a claim that has been dismissed, for
20 which no response is required. Insofar as a response is required, Amazon denies the allegations in
21 Paragraph 513.

22 514. The allegations in Paragraph 514 relate to a claim that has been dismissed, for
23 which no response is required. Insofar as a response is required, Amazon denies the allegations in
24 Paragraph 514.

1 515. The allegations in Paragraph 515 relate to a claim that has been dismissed, for
2 which no response is required. Insofar as a response is required, Amazon denies the allegations in
3 Paragraph 515.

4 516. The allegations in Paragraph 516 relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies the allegations in
6 Paragraph 516.

7 517. The allegations in Paragraph 517 relate to a claim that has been dismissed, for
8 which no response is required. Insofar as a response is required, Amazon denies the allegations in
9 Paragraph 517.

10 518. Amazon reasserts and hereby incorporates by reference its responses to each
11 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

12 519. The allegations in Paragraph 519 are legal conclusions and characterizations to
13 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
14 denies the allegations in Paragraph 519.

15 520. Amazon reasserts and hereby incorporates by reference its responses to each
16 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

17 521. The allegations in Paragraph 521 are legal conclusions and characterizations to
18 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
19 denies the allegations in Paragraph 521.

20 522. The allegations in Paragraph 522 are legal conclusions and characterizations to
21 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
22 denies the allegations in Paragraph 522.

23 523. The allegations in Paragraph 523 are legal conclusions and characterizations to
24 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
25 denies the allegations in Paragraph 523.

1 524. The allegations in Paragraph 524 related to unfair trade practices are legal
2 conclusions and characterizations to which no responsive pleading is required. Insofar as a
3 response is required, Amazon denies these allegations in Paragraph 524. The allegations in
4 Paragraph 524 related to deceptive trade practices relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies these allegations
6 in Paragraph 524.

7 525. The allegations in Paragraph 525 related to unfair trade practices are legal
8 conclusions and characterizations to which no responsive pleading is required. Insofar as a
9 response is required, Amazon denies these allegations in Paragraph 525. The allegations in
10 Paragraph 525 related to deceptive trade practices relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies these allegations
12 in Paragraph 525.

13 526. Amazon reasserts and hereby incorporates by reference its responses to each
14 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

15 527. The allegations in Paragraph 527 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 527.

18 528. The allegations in Paragraph 528 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 528.

21 529. The allegations in Paragraph 529 relate to a claim that has been dismissed, for
22 which no response is required. Insofar as a response is required, Amazon denies the allegations in
23 Paragraph 529.

24 530. The allegations in Paragraph 530 relate to a claim that has been dismissed, for
25 which no response is required. Insofar as a response is required, Amazon denies the allegations in
26 Paragraph 530.

1 531. The allegations in Paragraph 531 relate to a claim that has been dismissed, for
2 which no response is required. Insofar as a response is required, Amazon denies the allegations in
3 Paragraph 531.

4 532. The allegations in Paragraph 532 relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies the allegations in
6 Paragraph 532.

7 533. The allegations in Paragraph 533 relate to a claim that has been dismissed, for
8 which no response is required. Insofar as a response is required, Amazon denies the allegations in
9 Paragraph 533.

10 534. The allegations in Paragraph 534 relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies the allegations in
12 Paragraph 534.

13 535. The allegations in Paragraph 535 relate to a claim that has been dismissed, for
14 which no response is required. Insofar as a response is required, Amazon denies the allegations in
15 Paragraph 535.

16 536. The allegations in Paragraph 536 relate to a claim that has been dismissed, for
17 which no response is required. Insofar as a response is required, Amazon denies the allegations in
18 Paragraph 536.

19 537. The allegations in Paragraph 537 relate to a claim that has been dismissed, for
20 which no response is required. Insofar as a response is required, Amazon denies the allegations in
21 Paragraph 537.

22 538. The allegations in Paragraph 538 relate to a claim that has been dismissed, for
23 which no response is required. Insofar as a response is required, Amazon denies the allegations in
24 Paragraph 538.

1 539. The allegations in Paragraph 539 relate to a claim that has been dismissed, for
2 which no response is required. Insofar as a response is required, Amazon denies the allegations in
3 Paragraph 539.

4 540. The allegations in Paragraph 540 relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies the allegations in
6 Paragraph 540.

7 541. The allegations in Paragraph 541 relate to a claim that has been dismissed, for
8 which no response is required. Insofar as a response is required, Amazon denies the allegations in
9 Paragraph 541.

10 542. The allegations in Paragraph 542 relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies the allegations in
12 Paragraph 542.

13 543. The allegations in Paragraph 543 relate to a claim that has been dismissed, for
14 which no response is required. Insofar as a response is required, Amazon denies the allegations in
15 Paragraph 543.

16 544. The allegations in Paragraph 544 relate to a claim that has been dismissed, for
17 which no response is required. Insofar as a response is required, Amazon denies the allegations in
18 Paragraph 544.

19 545. The allegations in Paragraph 545 relate to a claim that has been dismissed, for
20 which no response is required. Insofar as a response is required, Amazon denies the allegations in
21 Paragraph 545.

22 546. The allegations in Paragraph 546 relate to a claim that has been dismissed, for
23 which no response is required. Insofar as a response is required, Amazon denies the allegations in
24 Paragraph 546.

1 547. The allegations in Paragraph 547 relate to a claim that has been dismissed, for
2 which no response is required. Insofar as a response is required, Amazon denies the allegations in
3 Paragraph 547.

4 548. The allegations in Paragraph 548 relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies the allegations in
6 Paragraph 548.

7 549. The allegations in Paragraph 549 relate to a claim that has been dismissed, for
8 which no response is required. Insofar as a response is required, Amazon denies the allegations in
9 Paragraph 549.

10 550. The allegations in Paragraph 550 relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies the allegations in
12 Paragraph 550.

13 551. The allegations in Paragraph 551 relate to a claim that has been dismissed, for
14 which no response is required. Insofar as a response is required, Amazon denies the allegations in
15 Paragraph 551.

16 552. The allegations in Paragraph 552 relate to a claim that has been dismissed, for
17 which no response is required. Insofar as a response is required, Amazon denies the allegations in
18 Paragraph 552.

19 553. The allegations in Paragraph 553 relate to a claim that has been dismissed, for
20 which no response is required. Insofar as a response is required, Amazon denies the allegations in
21 Paragraph 553.

22 554. The allegations in Paragraph 554 relate to a claim that has been dismissed, for
23 which no response is required. Insofar as a response is required, Amazon denies the allegations in
24 Paragraph 554.

1 555. The allegations in Paragraph 555 relate to a claim that has been dismissed, for
2 which no response is required. Insofar as a response is required, Amazon denies the allegations in
3 Paragraph 555.

4 556. The allegations in Paragraph 556 relate to a claim that has been dismissed, for
5 which no response is required. Insofar as a response is required, Amazon denies the allegations in
6 Paragraph 556.

7 557. The allegations in Paragraph 557 relate to a claim that has been dismissed, for
8 which no response is required. Insofar as a response is required, Amazon denies the allegations in
9 Paragraph 557.

10 558. The allegations in Paragraph 558 relate to a claim that has been dismissed, for
11 which no response is required. Insofar as a response is required, Amazon denies the allegations in
12 Paragraph 558.

13 559. Amazon reasserts and hereby incorporates by reference its responses to each
14 paragraph of Plaintiffs' Amended Complaint, as though fully set forth herein.

15 560. The allegations in Paragraph 560 are legal conclusions and characterizations to
16 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
17 denies the allegations in Paragraph 560.

18 561. The allegations in Paragraph 561 are legal conclusions and characterizations to
19 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
20 denies the allegations in Paragraph 561.

21 562. The allegations in Paragraph 562 are legal conclusions and characterizations to
22 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
23 denies the allegations in Paragraph 562.

24 563. The allegations in Paragraph 563 are legal conclusions and characterizations to
25 which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon
26 denies the allegations in Paragraph 563.

565. The allegations in Paragraph 565 are legal conclusions and characterizations to which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies the allegations in Paragraph 565.

566. The allegations in Paragraph 566 are legal conclusions and characterizations to which no responsive pleading is required. Insofar as any responsive pleading is required, Amazon denies the allegations in Paragraph 566.

AFFIRMATIVE DEFENSES

1. Amazon asserts the following affirmative defenses to Plaintiffs' alleged causes of action.

2. By alleging the matters set forth below, Amazon does not allege or admit that it has the burden of proof with respect to any such matter, or that Plaintiffs have adequately stated any cause of action against Amazon. Nothing herein shall be construed as Amazon assuming the burden of proof as to any matter for which such burden properly resides with Plaintiffs.

3. Amazon has not knowingly or intentionally waived any applicable defense and explicitly reserves the right to assert and rely on such other defenses as may become available or apparent during discovery.

4. Amazon explicitly reserves the right to amend this Answer and/or its Affirmative Defenses.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiffs' causes of action fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Procompetitive Conduct)

The Amazon conduct challenged in the Amended Complaint has procompetitive justifications and benefits competition, consumers, and sellers.

THIRD AFFIRMATIVE DEFENSE

(Statute of Limitations / Laches)

Plaintiffs' claims are barred, in whole or in part, by the applicable statute(s) of limitations and/or the equitable doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Lack of Statutory Authority to Proceed in District Court)

Plaintiff the Federal Trade Commission lacks statutory authority to pursue in U.S. District Court the claims alleged, and relief sought, in the Amended Complaint.

FIFTH AFFIRMATIVE DEFENSE

(Violation of Due Process to Pursue Standalone Section 5 Claims)

Plaintiff the Federal Trade Commission's pursuit of Counts III and IV, which allege claims solely under Section 5 of the FTC Act, in U.S. District Court violates the Due Process Clause of the United States Constitution.

SIXTH AFFIRMATIVE DEFENSE

(Violation of Due Process for Failure to Recuse)

Plaintiff the Federal Trade Commission's pursuit, through Chair Lina Khan, of the claims alleged, and relief sought, and failure to recuse or consider the recusal of Chair Khan, violates the Due Process Clause of the United States Constitution.

1 **SEVENTH AFFIRMATIVE DEFENSE**

2 **(Umbrella Damages)**

3 The claims brought by the State Plaintiffs are barred, in whole or in part, to the extent the
4 State Plaintiffs seek damages based on purchases from entities other than Amazon for which
5 Amazon is not responsible.

6 **EIGHTH AFFIRMATIVE DEFENSE**

7 **(Extraterritorial Application of State Law)**

8 Plaintiffs the State of Maryland, the State of New Jersey, and the State of Oklahoma lack
9 statutory authority to pursue the claims alleged, and the relief sought, under the laws of their
10 respective states because the claims here involve interstate commerce.

11 **NINTH AFFIRMATIVE DEFENSE**

12 **(Separation of Powers)**

13 Plaintiff the Federal Trade Commission's pursuit of the claims alleged, and relief sought,
14 in the Amended Complaint violates the United States Constitution's separation of powers due to
15 the non-removability at will of its Commissioners.

16 **TENTH AFFIRMATIVE DEFENSE**

17 **(Exceeding Statutory Authority)**

18 The claims alleged in the Amended Complaint exceed the statutory authority delegated by
19 Congress to Plaintiff the Federal Trade Commission.

20 **ELEVENTH AFFIRMATIVE DEFENSE**

21 **(Non-Delegation Doctrine)**

22 To the extent that Plaintiff the Federal Trade Commission is exercising delegated
23 legislative authority, its actions are unconstitutional because Congress did not provide the
24 Commission with an intelligible principle with which to conform.

TWELFTH AFFIRMATIVE DEFENSE

(Separation of Powers and Non-Delegation Doctrine)

Insofar as Plaintiff the Federal Trade Commission asks this Court to give content to the statutory phrase “unfair methods of competition,” doing so would unconstitutionally violate separation-of-powers and non-delegation principles because Congress provided neither the Federal Trade Commission nor the Judiciary with an intelligible principle to apply when implementing that phrase.

DATED this 15th day of October, 2024.

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